



STATE OF MONTANA

INVITATION FOR BID (IFB)

(THIS IS NOT AN ORDER)

IFB Number: 120210FSU	IFB Title: PORTABLE TOILETS AND HAND WASH STATION SERVICES
IFB Due Date and Time: MARCH 9, 2012 2:00 p.m., Local Time	Number of Pages: 1-68

ISSUING AGENCY INFORMATION

Procurement Officer: Gwen Ungerman	Issue Date: February 13, 2012
Department of Natural Resources & Conservation 1625 11 th Ave. PO Box 201601 HELENA MT 59620-1601	Phone: (406) 444-6724 Fax: (406) 444-2684 TTY Users, Dial 711 Website: http://vendor.mt.gov/

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package: IFB Number: 120210FSU IFB Due Date: MARCH 9, 2012
	Special Instructions:

BIDDERS MUST COMPLETE THE FOLLOWING

Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address:	Authorized Bidder Signatory: (Please print name and sign in ink)
Bidder Phone Number:	Bidder FAX Number:
Bidder E-mail Address:	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

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SECTION 1: GENERAL REQUIREMENTS

1.0 INTRODUCTION

The STATE OF MONTANA, Department of Natural Resources and Conservation (DNRC) (hereinafter referred to as "the State") is soliciting bids for Portable Toilet and Hand Wash Station services in support of fire suppression, severity and all risk incidents. This Invitation for Bid (IFB) is to give Contractors the opportunity to furnish prices for these services. A more complete description of the supplies and/or services sought is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

The Emergency Equipment Rental Agreement's (EERA) resulting from this IFB may be used by multiple State and Federal agencies throughout the Northern Rockies Geographic Area for use on local, regional or a nationwide basis. The Montana Department of Natural Resources and Conservation (DNRC), Montana Disaster and Emergency Services (MDES), the Idaho Department of State Lands (IDL), the North Dakota Forest Service (NDFS), the USDA Forest Service (FS), the Bureau of Land Management (BLM), Bureau of Indian Affairs (BIA), U.S. Fish and Wildlife Service (USFWS), and the National Park Service (NPS), are hereby authorized to use the agreement in accordance with the terms and conditions set forth herein.

1.0.1 Purpose

The purpose of this IFB and resulting agreements is to establish terms, conditions and specifications for portable toilet and hand wash station services in support of fire suppression, severity and all risk incidents.

Contractors may submit bids for either portable toilets, hand wash stations or both.

1.1 AGREEMENT TERM

The agreement term is for a period of one (1) year beginning June 01, 2012 and ending May 31, 2013.

1.2 INSTRUCTIONS TO BIDDERS

1.2.1 Procurement Officer Contact Information. Contact information for the procurement officer is as follows:

Procurement Officer: Gwen Ungerman
Address: 1625 11th Ave
PO Box 201601
HELENA MT 59620
Telephone Number: 406-444-6724
Fax Number: 406-444-2684
E-mail Address: ungermang@mt.gov

1.2.2 Examination of Solicitation Documents and Explanation to Bidders. Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

1.2.3 Interpretation or Representations. The State of Montana assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

1.2.4 Acknowledgment of Addendum. If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

1.2.5 Extension of Prices. In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

1.2.6 Bid Preparation Costs. The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. The State is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or agreement.

1.3 REQUIRED REVIEW

1.3.1 Review IFB. Bidders shall carefully review the entire IFB. Bidders shall promptly notify the procurement officer identified above via e-mail or in writing of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover. In this notice, the bidder shall include any terms or requirements within the IFB that preclude the bidder from responding or add unnecessary cost. Bidders shall provide an explanation with suggested modifications. The notice must be received by the deadline for receipt of inquiries set forth below. The State will determine any changes to the IFB.

1.3.2 Form of Questions. Bidders having questions or requiring clarification or interpretation of any section within this IFB must address these issues via e-mail or in writing to the procurement officer listed above on or before **February 21, 2012**, no later than **2:00 p.m., Mountain Time**. Bidders are to submit questions using the Vendor IFB Questions and Answers Form available on the OneStop Vendor Information website at: <http://svc.mt.gov/gsd/OneStop/GSDDocuments.aspx> or by calling (406) 444-6724. Clear reference to the section, page, and item in question must be included in the form. Questions received after the deadline may not be considered.

1.3.3 State's Response. The State will provide a written response no later than **February 28, 2012** to all questions received by **February 21, 2012**. The State's response will be by written addendum and will be posted on the State of Montana's website with the IFB at <http://svc.mt.gov/gsd/OneStop/SolicitationDefault.aspx> by the close of business on the date listed. Any other form of interpretation, correction, or change to this IFB will not be binding upon the State. **Bidders shall sign and return with their IFB response an Acknowledgment of Addendum for any addendum issued.**

1.4 BID SUBMISSION

1.4.1 Bids Must Be Sealed and Labeled. Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 120210FSU. ***Bids must be received at the receptionist's desk of the Department of Natural Resources and Conservation prior to 2:00 p.m, local time, March 9, 2012.*** All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid. (*See Attachment A – Bid Form*)

Bidders must submit **one original bid**. In addition, Bidders must submit two electronic copies on compact disc (CD) or universal serial bus (USB) flash drive in Microsoft Word or portable document format (PDF).

1.4.2 Late Bids. ***Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

1.4.3 Bidder's Signature. The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the State from obtaining the best possible supply or service.

1.4.4 Tax Identification Number (TIN) / Social Security Number (SSN)

All Contractors must furnish a tax identification number in the space provided on the bid submittal. All State agencies require a tax identification number in order to process payments.

1.4.5 Dun & Bradstreet (DUNS) Number

All Contractors must furnish a DUNS number in the space provided on the bid submittal. The Federal Government requires a DUNS number in order to process payments. **For information on obtaining a DUNS number call Dun & Bradstreet @ 1-888-814-1435. You can also access the Dun & Bradstreet website @ <http://www.dnb.com/us/> to register on-line.**

1.4.6 Central Contractor Registration Database (CCR)

Unless exempted by an addendum to this solicitation, by submission of a bid, the Bidder acknowledges the requirement they shall be registered in the CCR database prior to bid submittal, during performance and through final payment of any agreement resulting from this solicitation. Bidders may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

1.5 CHANGE OR WITHDRAWAL OF BIDS

1.5.1 Change or Withdrawal PRIOR to Bid Opening. Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

1.5.2 Change AFTER Bid Opening but Prior to Bid Award. After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the State prior to the final award by the State.

1.6 BID AWARDS

1.6.1 Basis for Award. *Contractors may submit bids for either Portable Toilets, Hand Wash Stations or both.* The end result of this IFB will be two separate geographic resource lists of prequalified Contractors by location and price for which they have agreed to furnish portable toilets and/or hand wash stations and related services. Although price will be a major consideration, due to the exigency nature of fire suppression, severity and all risk activities, factors other than price (such as location, ability to meet date and time needed, number of units available, etc.) may be considered prior to placing an order.

Since the equipment needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. The Government is not obligated to place nor is the Contractor obligated to accept an order under the agreement, but if an order is placed and accepted, all the terms and conditions set forth shall be met. Due to the sporadic occurrence of incident activity, the placement of any orders IS NOT GUARANTEED.

1.6.2 Rejection of Bids. While the State has every intention to award an agreement as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the State to award and execute an agreement.

Upon a determination such actions would be in its best interest, the State, in its sole discretion, reserves the right to:

- Eliminate any bids which seem excessive compared to the average of prices submitted in any given geographic area.
- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any agreement if the State determines adequate state funds are not available (18-4-313, MCA).

1.7 CLAIMS

Claims settlement is agency specific and remains the responsibility of the incident agency.

1.7.1 Federal Government Claims. Unless limited by agency policy or the Agency Administrator, any Federal agency claim may be settled by a warranted GS-1102 Contracting Officer; and minor claims may be settled by warranted GS-1105 Purchasing Agents. Minor claims are interpreted to include claims that are evident as to existence, responsibility, and reasonable in claimed amount. Claims settlements recommended by a GS-1105 Purchasing Agent exceeding \$2,500 per claim shall be reviewed by a GS-1102 Contracting Officer with specific authority. Some agencies may require claims be reviewed by their legal department.

1.7.2 State of Montana Claims. Claims arising under the jurisdiction of the State of Montana are negotiated by the responsible Line Officer or Agency Administrator. These individuals may delegate this authority to other DNRC employees or to the Incident Management Team. When possible, claims should be settled at the incident. For comprehensive information on handling claims against MT DNRC, see the DNRC 300 Incident business management manual, or contact the Business Management Bureau, Forestry Division, Department of Natural Resources and Conservation, 2705 Spurgin Road, Missoula, Montana 59804; office phone: (406) 542-4300.

1.7.3 State of Idaho Claims. Settlements arising under the jurisdiction of the State of Idaho can be negotiated by the incident Agency Administrator (Area Supervisor) up to \$2,500. Settlements exceeding \$2,500 must be referred to the Idaho Department of Lands, Bureau of Fire Management, Idaho, 3780 Industrial Avenue, Coeur d'Alene, Idaho 83815; office phone: (208) 769-1522.

1.7.4 State of North Dakota Claims. Claims against the State of North Dakota must be made in writing to the Director of Office of Management and Budget. The claim must be filed within 180 days of when the alleged injury was discovered or reasonably should have been discovered. Claim forms may be requested from the Office of Management and Budget, 600 East Boulevard Avenue, Department 110, Bismarck, ND 58505-0400; phone: (701) 328-4904.

1.7.5 Contractor Liability for Personal Injury and/or Property Damage

- a. The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- b. The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this agreement, insuring the Contractor against all claims for injury or damage.
- c. The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- d. The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under

this agreement, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

1.7.6 Loss, Damage, or Destruction

- a. For equipment furnished under this agreement WITHOUT operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.
- b. For equipment furnished under this agreement WITH operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

SECTION 2: DISPATCH/DELIVERY REQUIREMENTS

2.0 AVAILABILITY

The Contractor will be listed on an established geographic resource list. When Contractor's resources are listed as unavailable, the resources will not be eligible for dispatch under this agreement.

2.1 RELIABILITY

The Contractor shall provide dependable equipment that meets all applicable state and federal laws relating to motor vehicles and equipment. The Government reserves the right to conduct inspections at any time. See Item 2.4 Inspections.

2.2 ORDERING PROCEDURE

Following agreement award, each Host Dispatch Center will have established separate geographic resource lists for Portable Toilets and Hand Wash Stations. The Government intends to dispatch Contractor resources based on these geographic resource lists.

The Government will generally consult the geographic resource lists and choose the Contractor closest to the incident, taking Contractor equitability and mobilization costs into consideration. The ordering official will inform the Contractor of the location, quantity required and date and time needed. If that Contractor is unable to meet the requirements, the next closest Contractor will be contacted, etc. The next time the service is required, the same process will be followed, taking in to account location and ensuring equitability among the Contractors.

Orders will primarily come through Dispatch, although Buying Teams or other Government purchasers are authorized to place orders.

NOTE: The State of Idaho reserves the right to select Contractors who they (state officials) consider to be in the best interest of the State of Idaho. This may include Contractors who did not participate in this solicitation.

2.2.1 Attachments

When equipment covered by the agreement is under hire by one of the federal or state agencies see the agreements listed below for applicable attachments:

Federal Agencies	Attachments:
	A. Bid Form
	B. Sample Emergency Equipment Rental Agreement
	C. General Clauses to EERA
	D. Federal Acquisition Regulations Clauses (FAR)
	E. DOL Wage Determination
	G. Safety Standards
	H. Harassment Free Workplace Policy
	I. Evaluation Form
	J. Payment Offices
	K. OF296 Vehicle/Heavy Equipment checklist

State Agencies	Attachments: A. Bid Form B. Sample Emergency Equipment Rental Agreement C. General Clauses to EERA Safety Standards F. States Specific Standard Terms G. Safety Standards H. Harassment Free Workplace Policy I. Evaluation Form J. Payment Offices K. OF296 Vehicle/Heavy Equipment checklist
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2.3 DISPATCHING PROCEDURES

When receiving a dispatch call, the Contractor shall confirm their availability and ability to meet specified timeframes. If the Contractor cannot be reached or is not able to meet the time and date needed, the ordering official may proceed with contacting the next closest Contractor. Contractors shall check in at the incident at the time agreed when dispatched.

At the time of acceptance of the assignment, the following information will be given to the Contractor:

- a. Resource Order Number
- b. Incident Order Number and Name of the Incident
- c. Date and Time to report to the Incident
- d. Descriptive location of the designated site where the Contractor shall meet a Government Representative. A map will be provided, if available.
- e. Incident contact phone number for further information
- f. Fire charge code/funding code

Prior to departing for the incident, the Contractor shall provide to Dispatch, the name of the person dispatched with the resources, and the estimated time of departure (ETD) and estimated time of arrival (ETA) from the point of dispatch.

Dispatch offices may use a FAX or email to provide a hard copy of the resource order to the Contractor.

Contractor is REQUIRED to meet all date(s) and time(s).

2.4 INSPECTIONS

Pre-season inspections will not be done.

All resources furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject resources that are not in safe and operable condition. Prior to incident use or anytime the resource is under hire, the Government will perform inspections. Inspection arrangements will be made at the time of order, prior to incident use. The inspections will take place either at the Dispatch Office or at the location of the incident camp. This will depend upon logistical considerations at the time of hire.

If the resource does not pass inspection at the incident or designated inspection point, it is considered noncompliant. The Contractor may be given 24 hours or a time frame designated by Government representatives to bring the resource into compliance. If the resource does not pass inspection, no payment will be made for travel to the incident or point of inspection or return to the point of hire, or for the time that the resource was not available. Upon rejection, resource will be removed from the geographic resource list until such time that the resource is brought into compliance and re-inspected at the Government's convenience. Repeated failures may be grounds for cancellation of the agreement. The Contractor shall not have any claims or payments due for equipment rejected or for not meeting the specifications/requirements contained herein.

2.4.1 Portable Toilet/Hand Wash Station Inspections

Portable toilets and hand wash stations may be inspected by the Government at any point to ensure equipment meets all specifications detailed in this IFB.

2.4.2 Gray/Black Water Truck and Hauler Vehicles Inspections

The Government may utilize the Inspection Form (*See Attachment K - Vehicle /Heavy Equipment Checklist, OF-296*) to ensure vehicles are in safe and operable condition in accordance with all Local, State and Federal laws and regulation.

When submitting equipment for inspection, the Contractor must provide the following documentation:

- a. **Annual Department of Transportation (DOT) inspection records (if applicable, i.e. vehicles over 10,000 GVW/GVWR)**
- b. **Proof of insurance**
- c. **Current vehicle registration**
- d. **Certified fully loaded weight receipt and/or after market certification (if applicable, i.e. vehicles over 10,000 GVW/GVWR)**
- e. **Proof of Workers Compensation or legal exemption**

2.4.3 Inspection Reports

Copies of the incident inspection reports and related documentation shall be distributed as follows:

- a. The original shall remain with the fire documents on the Host Unit.
- b. A duplicate copy will be given to the Contractor.
- c. A duplicate copy will be forwarded to the Procurement Officer for all non-compliant resources.

2.5 INFORMATION TO BE PROVIDED BY CONTRACTOR AT CHECK-IN

The Contractor shall carry a minimum of two copies of the complete agreement at all times. The Contractor shall furnish a copy of the Resource Order and agreement to the Finance/Plans Unit.

2.6 DEMOBILIZATION

The Incident Commander will determine the priority of demobilization. Every attempt shall be made by the Government to give the Contractor adequate notice of demobilization in order to arrange for the equipment required to transport toilet and/or sink units to eliminate the need for an additional trip the last day. Adequate notice is defined as a phone message, fax, text message or email to the Contractor's office 24 hours before the required demobilization date/time. Documentation of this message will be forwarded to the Finance Unit.

2.7 RELEASE

Once released from the incident, any new assignments shall come directly from the Host Dispatch Center. Contractors shall not seek out re-assignment from any place other than the Host Dispatch Center.

SECTION 3: SPECIAL TERMS AND CONDITIONS

3.0 AGREEMENT TERMINATION/NONCOMPLIANCE

3.0.1 Termination for Cause

The State may, by written notice to the Contractor, terminate this agreement in whole or in part at any time the Contractor fails to perform under this agreement. See Item 2.4 Inspections.

3.0.2 Workmanship

All work under this agreement shall be performed in a safe manner to a professional standard. The goal of performance under this agreement is the fire suppression, severity and other all risk incidents. The Incident Commander may release from an incident assignment any Contractor employee deemed incompetent, careless, or otherwise objectionable including violation of the Harassment Free Workplace Policy (See *Attachment H - Harassment Free Workplace Policy*). It will be left to the discretion of the Incident Commander to demobilize an entire resource or to allow replacement of the noncompliant personnel. Documentation of the rationale for release will be provided to the Contracting Officer subsequent to the action. Accordingly, the Contracting Officer may require, in writing, the Contractor remove from use under this agreement, any employee found incompetent, careless, or otherwise objectionable including violation of the Harassment Free Workplace Policy. The Contracting Officer may require other proof of mitigation. Misconduct may result in the suspension or cancellation of this agreement. If an employee or crew is terminated, quits, or otherwise is released from the incident for any reason, the Contractor is responsible for returning the employee(s) to the point of hire with a departure time from the Incident Command Post (ICP) no later than 12 hours or time specified by a Government representative following such a decision. The Contractor may, at their discretion, provide such transportation, or request the Incident Management Team (IMT) to arrange for the transportation with all transportation costs deducted from the Contractor's payment. If the Contractor does not act in a timely manner (i.e., Contractor's employee(s) not departing from the ICP for return to point of hire within the specified time period), the IMT has authority to transport said employee or arrange for employee's transportation and to deduct all such transportation costs from the Contractor's payment.

3.1 PERSONNEL REQUIREMENTS

3.1.1 Personnel Requirements - Fair Labor Standards Act (FLSA)

Contractors shall comply with the Fair Labor Standards Act when employing persons less than 18 years of age (Ref. 29 CFR 570). See website: <http://www.dol.gov/whd/regs/statutes/FairLaborStandAct.pdf>.

3.1.2 English Speaking Requirement

Communications between Contractor crew personnel and Government incident personnel is mandatory for safe and effective performance. Contractor's representative shall be able to proficiently communicate in English, in the language of the crew, and read and communicate the Incident Action Plan, Safety Alerts, etc. All radio communication on Government-assigned frequencies shall be in English.

3.1.3 Incident Behavior

It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. HARASSMENT IN ANY FORM WILL NOT BE TOLERATED. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the Contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the Contractor being released from the incident.

Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or

rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment (See *Attachment H - Harassment Free Workplace Policy*).

3.2 SAFETY STANDARDS

All Contractor personnel shall comply with *Attachment G - Safety Standards*.

3.2.1 Contractor Requirements Each person employed by the Contractor under this agreement shall meet the following minimum requirements:

- a. All personnel will annually complete Fireline Safety Refresher Training (RT-130)
- b. All operators shall be able to operate the equipment safely up to the manufacturer's limitations.

3.2.2 Emergency Incident Driving

The Contractor shall follow the driving regulations and work/rest guidelines listed in the Interagency Incident Business Management Handbook (IIBMH) (FSH 5109.34). The IIBMH can be found on the National Wildfire Coordinating Group's website using the following link:

http://www.nwcg.gov/pms/pubs/iibmh2/pms902_iibmh.pdf. The Contractor is responsible for complying with all other current Federal, State and Local driving regulations and must adhere to camp speed limits as posted.

3.3 PERFORMANCE EVALUATIONS

Performance evaluations will be performed at the incident using the Evaluation form (*See Attachment I - Evaluation Form*) by the Government representative supervising the work. This form is the only performance evaluation that will be accepted by the Contracting Officer. The Government representative's signature shall be legible and printed on the form. If the supervising Government representative is released from the incident prior to the release of the resource, the Government representative will complete a performance evaluation prior to demobilization, for work the resource performed under their supervision. The Government representative will review the performance evaluation with the Contractor, record Contractor comments, and obtain Contractor signature acknowledging completion of the evaluation. The Government representative will then give a copy of the evaluation form(s) to the Contractor at the incident and submit a copy to the appropriate Government representative (i.e. Finance/Plans) for distribution to the Contracting Office and the Host Unit incident file. Evaluations are to be sent to the following address:

Procurement Officer: Gwen Ungerman
Address: 1625 11th Ave
PO Box 201601
HELENA MT 59620-1601

SECTION 4: SPECIFICATIONS AND PRICING

4.0 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the State. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

4.1 PRICING

This IFB will result in agreements with multiple Contractors. Since the needs of the Government and availability of Contractor's resources during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the resources listed herein to the extent the Contractor is willing and able at the time of order. **Due to the sporadic occurrence of incident activity, the placement of any orders IS NOT GUARANTEED.**

Proposed rates shall include, but are not limited to:

- Labor (as required)
- Equipment
- Operating Supplies
- Materials
- Removal and disposal of all waste
- State and Federal taxes (including workers' compensation costs)
- Insurance coverage
- Transportation Costs
- Overhead and Profit
- Any costs/fees necessary to ensure equipment/operators meet the specified standards

As required by the agreement, rates shall also include any costs associated with a Contractor provided support truck for fuel, maintenance, and operator transportation; delivery/setup/takedown, mobilization/demobilization, and power generation.

The Finance Unit will work in tandem with Logistics to ensure contract resources are not worked more than 16 hours. Working more than 16 hours per day violates the 2:1 work/rest safety guidelines and shall be mitigated. When working an average of more than 16 hours, for the duration of the incident, a Contractor may request to negotiate an equitable adjustment through the Procurement Unit Leader or Contracting Officer. Shifts exceeding 16 hours shall be approved by the Incident Commander.

Resources furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smoky conditions. As a result, by entering into this agreement, the Contractor agrees that what is considered wear and tear under this agreement is in excess of what the resource is subjected to under normal operations and is reflected in the rates paid for the resource.

4.2 TECHNICAL SPECIFICATIONS AND SERVICING

4.2.1 Portable Toilets

Technical Specifications	Standard	Handicap
Storage tanks must be a minimum of 35 gallons with no leaks	X	X
Doors must be securely fastened to the frame	X	X
Door must have an "IN USE" sign when latched from the inside	X	X
Floors shall be solid and secured to the side walls	X	X
Air stacks for ventilation shall be one piece construction. Units shall provide separate and sufficient ventilation to both the unit and the waste reservoir.	X	X
Urinals shall not be cracked or leak and shall drain into the holding tank	X	
Toilet seats shall be made of a plastic substance for easy cleaning	X	X
Toilet seats shall be two pieces, one of plastic to sit upon and a plastic lid to cover seat with toilet seat tight to container holder	X	X
Toilet paper holder shall be present in all toilets with a minimum capacity of two rolls.	X	X
One 12 oz. instant hand sanitizer pump dispenser identified to kill 99.9% of most common germs that may cause illness, without soap or water	X	X
Owner's name shall be labeled on two visible sides of the toilet and must include a numbering system for accountability and financial documentation.	X	X
The handicap units shall conform to ADA regulations for handicap accessible portable toilets including an access ramp		X

4.2.1.1 Service Calls and Pumping – Portable Toilets

Service intervals will be determined by the Incident Management Team and are required at a minimum of 1 (ONE) daily. Contractor is responsible for maintaining units in clean, sanitary, and good working condition free of objectionable odors, soap films, scratches, corrosion or incrustations; all edges, crevices, traps, holes and rims will be clean. The Contractor is responsible for all supplies and materials related to the cleaning and servicing of the unit. All cleaning procedures and waste disposal are required to meet applicable current Federal, State and Local laws or regulations, Federal and State Potable Water Codes, OSHA standards and other contractual requirements. All service calls in excess of the included daily service call will be paid in accordance with the Additional Service Fee item in 4.8.2 and labeled as "Additional Service Calls" on the Emergency Equipment Shift Ticket, OF-297.

Service trucks for pumping black water from portable toilet units may not be used for servicing hand wash station units **unless** they are specifically designed for this use and have properly labeled compartmental units which meet all Federal, State and Local sanitation regulations. ***Service trucks for pumping black water from portable toilet units must have a separate wand to service the hand wash stations and must meet all Federal, State and Local sanitation regulations.***

Daily and Additional Service shall include:

- Removal and disposal of all waste in accordance with State and Local law, as well as removal of trash in and around the unit.
- Cleaning of the unit inside and out. Unit floors must be swept, mopped and free from spots, streaks, marks, dust, dirt and debris. Toilet bowls, urinals and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectant.

- Repairing any damage;
- Refilling of toilet chemicals & hand sanitizer dispenser;
- Stocking of toilet paper and any other consumables when applicable.

4.2.2 Hand Wash Stations

Technical Specifications	Portable 2 Sink Unit	Trailer Mounted Mobile 8 Sink Unit
Fresh water tanks shall be sealed for personal hygiene. Snap in water bladder bags are not acceptable	X	
Height	54"	
Width	24"	
Fresh Volume	43 gal	
Waste Volume	47 gal	
Approx # of uses between service	630	
Foot operated pump (one per basin)	X	
Liquid Soap Dispenser (phosphate free)	X	X
At least eight wash basins (sinks) per unit		X
Minimum 400 gallons of gray water and minimum of 400 gallons potable water holding capacity. If bladder bags are used each bag shall have the size and description stenciled on the bag in letters no less than 4 inches high stating the # of gallons and Potable or Gray water.		X
The ability to maintain hot water up to 110° (minimum temp of 101° F) and a mixing faucet for cold water that allows for the washing of both hands while the water is running.		X
The Contractor shall provide paper towels and phosphate free liquid soap for every two sinks.	X	X
Wash basins (sinks) must have the ability to hold water with built in or attached chain link stoppers.		X
Wash basins (sinks) spaced no closer than 24" on center		X
Adequate self-contained outside lighting for use of the hand washing station in darkness at each wash basin (sink).		X
Provisions to prevent incident personnel from standing in water puddles or mud on the ground around the sinks.	X	X
Optional Features		
If providing mirrors, one mirror shall be provided for each sink or one solid mirror of sufficient length which provides viewing at each sink.		X
If providing electrical outlets, a minimum of 4 (120V) must be provided.		

4.2.2.1 Equipment Marking

- All bladder bags used shall have the size and use labeled on them in a conspicuous place in letters and numbers no less than 4 inches in height, (for example: 500 Gallons Gray Water).
- All bladder bags must conform to National Wildfire Coordinating Group (NWCG) specifications, to include testing and sanitization (for potable water). See website: www.nwcg.gov
- All hoses used shall be labeled at both ends to identify their use (i.e. gray or potable).

4.2.2.2 Custom Units

Contractors may offer to supply custom made units. If doing so, the Contractor must supply a complete list of specifications similar to those listed above. Failure to supply specifications will be cause to determine the offer to be non-responsive and removed from further consideration.

4.2.2.3 Additional Safety Equipment

All equipment (including optional equipment) is required to meet current Federal, State and Local laws or regulations, the NEC, the UPC, Federal, and State Potable Water Codes, OSHA standards and other contractual requirements. Any steps or platforms shall have solid handrails, not chain linked, in addition to other current OSHA standards for handrails and stairs (see 29 CFR 1910.23-1910.24). All stationary equipment shall be supplied with oil spill prevention pads or containment units, under the fuel tank, engine and any other petroleum container, except miscellaneous "safety cans" under 10 gallons. Stationary equipment is defined as that remaining in one position for 24 hours or more, or that is parked in the same location for over 24 hours

4.2.2.4 Service Calls and Pumping – Hand Wash Stations

Service intervals will be determined by the Incident Management Team and are required at a minimum of 1 (ONE) time daily. Contractor is responsible for maintaining units in clean, sanitary, and good working condition free of objectionable odors, soap films, scratches, corrosion or incrustations; all edges, crevices, traps, holes and rims will be clean. The Contractor is responsible for all supplies and materials related to operating, cleaning and servicing of the unit. All cleaning procedures & waste disposal are required to meet applicable current Federal, State and Local laws or regulations, Federal and State Potable Water Codes, OSHA standards and other contractual requirements. All service calls in excess of the daily service call will be paid in accordance with the Additional Service Fee item in 4.8.2 and labeled as "Additional Service Calls" on the Emergency Equipment Shift Ticket, OF-297.

Daily and Additional Service shall include:

- Removal and disposal of all waste in accordance with State and Local law, as well as removal of trash in and around the unit.
- Unit floors (if applicable) must be swept, mopped and free from spots, streaks, marks, dust, dirt and debris. Sink basins, countertops and all other interior surfaces (walls, floors, doors, etc.) are to be cleaned with disinfectant and free from spots, streaks, marks, dust, dirt and debris.
- Repairing any damage
- Refilling of any chemicals, liquid soap dispensers and stocking of paper towels

Service Description	Portable 2 Sink Unit	Trailer Mounted Mobile 8 Sink Unit
Potable Water Supply	Contractor Responsibility	Government Responsibility
Gray Water Removal	Contractor Responsibility	Government Responsibility

Contractor is responsible for gray water disposal and supplying potable water in accordance with State and Local law for 2 Sink portable hand wash stations. The incident camp will provide potable water and gray water service for trailer mounted hand wash units. Service trucks for pumping black water from portable toilet units may not be used for servicing hand wash station units **unless** they are specifically designed for this use and have properly labeled compartmental units which meet all Federal, State and Local sanitation regulations. ***Service trucks for pumping black water from portable toilet units must have a separate wand to service the hand wash stations and must meet all Federal, State and Local sanitation regulations.***

This procurement requires the use of biobased products to the extent that such products are reasonably available, meet agency or relevant industry performance standards, and are reasonably

priced. Where available, these products should first be acquired from among qualified products that fall under the umbrella of items designated through the *Federal Biobased Products preferred Procurement Program (FB4P)*. Information is available at <http://www.biopreferred.gov>

4.3 PAYMENTS

The Host Agency for each incident is responsible for payments. The payment office will be designated in block 9 on the Emergency Equipment Use Invoice, Form OF-286.

Time under hire shall start at the time the resource begins traveling to the incident (point of hire) after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in 4.7.

4.4 TIMEKEEPING/INVOICING PROCESS

After each operational period worked, time will be verified and approved by the Government Agent responsible for ordering and/or directing use of the resource. Time will be recorded for daily usage. The Government will verify the Contractor's time on an Emergency Equipment Shift Ticket, OF-297. The Government and the Contractor representatives will sign the OF-297 verifying the hours worked daily. It is the responsibility of the Contractor to turn the completed Emergency Equipment Shift Tickets, OF-297, into the Finance Unit for time posting.

The Finance Unit or designated representative will post the equipment time to an Emergency Equipment Use Invoice, OF-286.

When the resource is released to return to the Host Dispatch Center, the Finance Unit will close out the Emergency Equipment Use Invoice, OF-286.

The incident will submit a payment package, including all signed originals of the Emergency Equipment Use Invoice, OF-286, Emergency Equipment Shift Tickets, OF-297, inspection form and copy of resource order to the designated payment office. The Contractor will be given a copy of all payment documents at the incident.

4.5 ORDER CANCELLATION

Order cancellation/enroute. If the order is cancelled after the resource order has been confirmed, and the resource is enroute, the resource is considered mobilized. Payment will be made by the Host Agency in accordance with 4.6.

4.6 RATES OF PAYMENT

Payment will be at rates specified and, except as provided in 4.7 and shall be in accordance with the following:

4.6.1 Daily Rate

Payment will be made on basis of calendar days (0001-2400). Daily Rate shall include delivery, daily rental rate per Item 4.1, one service call per day (including all supplies) and mileage 100 miles or less roundtrip from Contractor base to ICP/delivery location. ***Equipment furnished under this agreement is not subject to pro-rating on the first or last day.***

4.6.2 Mileage

Mileage exceeding 100 miles per calendar day will be paid at the "Mileage" rate per mile as identified on the EERA.

4.6.3 Additional Service Calls Fee

Additional Service Calls if ordered for the same day units that have already been serviced, will be paid at the "Additional Service Call" rate per unit as identified on the EERA. It is the intent of this IFB that all units ordered for servicing would be serviced in the same service call trip.

4.6.4 Pick-up, Reset and Relocation Fee

1. Pick-up fees will be paid only if the Contractor has already serviced the units on the pick-up day and they are ordered by the Government to make a second trip to pick up the units.
2. Reset/Relocation fees shall be paid per unit when requested to move units. One day notification is required so the Contractor can bring the required trailer for moving units. It is the responsibility of the Contractor's employee to check with the Contractor's office to determine if the items are being demobed that day.

4.7 EXCEPTIONS:

- a. No further payment will accrue during any period that the resource under hire is not in a safe or operable condition or it is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the resource was operational during the assigned shift, as documented on the shift ticket versus the designated shift, as shown on the Incident Action Plan.
- b. If the Contractor withdraws resources prior to being released by the Government, no further payment shall accrue and the Contractor shall bear all costs of returning resources to the point of hire.
- c. After inspection and acceptance for use, resources that cannot be replaced or be repaired at the site of work by the Contractor may be considered withdrawn by the Contractor in accordance with Paragraph b. above, except that the Government will bear all costs of returning resources and/or operators to the point of hire as promptly as emergency conditions will allow.
- d. Deductions - unless specifically stated elsewhere in this agreement, the cost of any supplies, materials, or services provided for the Contractor by the Government will be deducted from the payment to the Contractor.

IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

The following Bid Form and IFB cover page **MUST** be submitted

**2012 BID FORM
PORTABLE TOILETS/HAND WASH STATIONS**

Attachment A

1. Contractors may submit bid for either portable toilets, hand wash stations or both 2. Print or Type. Form must be legible.

CONTRACTOR (Name and Address):

EIN/SSN:

DUNS:

CCR:

Email Address:

Telephone No. (Day):

Telephone No. (Night):

Cell Phone No.:

FAX No.

BUSINESS SIZE OF CONTRACTOR: a. ☐ small b. ☐ Other c. ☐ Women-Owned d. ☐ Small Disadvantaged
e. ☐ HUB Zone f. ☐ Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)

ITEM DESCRIPTION	WORK OR DAILY	
	Rate	Unit
Portable Toilet Rental (Includes delivery, daily rental rate, one daily service call and mileage less than 100 miles). Per unit.		Ea.
Handicap Portable Toilet Rental (Includes delivery, daily rental rate, one daily service call and mileage less than 100 miles). Per unit.		Ea.
Hand Wash Station - 2 Sink Rental (Includes delivery, daily rental rate, one daily service call and mileage less than 100 miles). Per unit.		Ea.
Hand Wash Station – 8+ Sink Rental (Includes delivery, daily rental rate, one daily service call and mileage less than 100 miles). Per unit.		Ea.
Mileage (Rate per mile exceeding 100 miles per calendar day).		Mi.
Additional Service Calls (Per unit, if ordered).		Ea.
Pickup Fee (Per unit, if ordered).		Ea.
Reset/Relocation Fee (Per unit, if ordered).		Ea.
CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE:	DATE:	PRINT NAME AND TITLE:

SAMPLE

PORTABLE TOILETS / HAND WASH STATION SERVICES

Page 1 of 2

Emergency Equipment Rental Agreement

1. PROCUREMENT AGENCY a. name and address: XXXX Land Office XXXXXX XXXXXX XX XXXXX b. Phone Number: c. FAX Number:		2. AGREEMENT NUMBER (Must appear on all documents relating to this agreement): XXXXXXXXXXXXXXXXXXXX 3. EFFECTIVE DATES OF AGREEMENT: a. beginning XX/XX/XXXX b. ending XX/XX/XXXX c. Specific incident only: Incident Name: Incident Number:					
4. CONTRACTOR a. name and address: Joe Smith Contracting 123 ABC Street Anywhere, State, Zip b. EIN/SSN: c. DUNS: d. CCR# e. EMAIL Address: f. Telephone No. (day): Telephone No. (night): Cell Phone No.: FAX No:		5. POINT OF HIRE (Location when hired if different than Block 4): 6. ORDERING DISPATCH CENTER 7. THE WORK RATE IS BASED ON ALL OPERATING SUPPLIES BEING FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR (wet) <input type="checkbox"/> GOVERNMENT (dry) 8. OPERATOR FURNISHED BY: <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> GOVERNMENT 9. Contractor Authorized Commissary: <input type="checkbox"/> Yes <input type="checkbox"/> No					
10. BUSINESS SIZE OF CONTRACTOR: a. <input type="checkbox"/> small b. <input type="checkbox"/> Other c. <input type="checkbox"/> Women-Owned d. <input type="checkbox"/> Small Disadvantaged e. <input type="checkbox"/> HUB Zone f. <input type="checkbox"/> Service Disadvantaged Vet (Information for tracking purposes only – not used for preferential hiring)							
11. ITEM DESCRIPTION: Equipment or animals (include VIN, make, model, year, serial no., accessories or other identifying features).	12. NO. OF OPERATORS PER SHIFT	13. HRLY/DAILY/MILEAGE/SHIFT BASIS (ss/ds; ref. Cl.6) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Rate</th> <th style="width: 50%;">Unit</th> </tr> </table>		Rate	Unit	14. SPECIAL	15. GUARANTEE (8 HOURS)
Rate	Unit						
Portable Toilet Rental (Includes delivery, daily rental rate, one daily service call and mileage less than 100 miles).	1	\$0.00 Daily ea.		N/A	N/A		
Handicap Portable Toilet Rental (Includes delivery, daily rental rate, one daily service call and mileage less than 100 miles).	1	\$0.00 Daily ea.		N/A	N/A		
Hand Wash Station – 2 Sink Rental (Includes delivery, daily rental rate, one daily service call and mileage less than 100 miles).	1	\$0.00 Daily ea.		N/A	N/A		
Hand Wash Station – 8+ Sink Rental (Includes delivery, daily rental rate, one daily service call and mileage less than 100 miles).	1	\$0.00 Daily ea.		N/A	N/A		
Mileage (Rate per mile exceeding 100 miles per calendar day).	1	\$0.00 Mi.		N/A	N/A		
Additional Service Calls (Per unit, if ordered).	1	\$0.00 Ea.		N/A	N/A		
Pickup Fee (Per unit, if ordered).	1	\$0.00 Ea.		N/A	N/A		
Reset/Relocation Fee (Per unit, if ordered).	1	\$0.00 Ea.		N/A	N/A		

16. SPECIAL PROVISIONS

- A. **Daily Rate** per unit shall include delivery, daily rental rate, one service call per day (including supplies) and mileage less than 100 miles.
- B. **Mileage** exceeding 100 miles per calendar day will be paid.
- C. Equipment furnished under this agreement is **not subject to pro-rating on the first or last day**.
- D. **Additional Service Calls**, if ordered for the same day units that have already been serviced, will be paid at the rate indicated per unit.
- E. **Pick-Up fees** will be paid only if the Contractor has already serviced the units on the pick-up day and is ordered by the Government to make a second trip to pick up units.
- F. **Reset/Relocation fees** shall be paid per unit when requested to move units. One day notification is required.
- G. **Portable Toilets** – Contractor is responsible for removal and disposal of all waste.
- H. **Gray Water/Potable Water (Hand Wash Stations)** – **Contractor** is responsible for gray water disposal and supplying potable water for 2 sink portable hand wash stations. **Government** is responsible for gray water disposal and supplying potable water for trailer mounted mobile 8 sink units.
- I. All terms, conditions and specifications contained in **IFB 120210FSOU** are attached hereto and incorporated herein by reference.
- J. The general clauses to the EERA, OF-294 are attached hereto and incorporated herein by reference.

17. CONTRACTOR'S OR AUTHORIZED AGENT'S SIGNATURE	18. DATE	19. a. PRINT NAME AND TITLE
20. FEDERAL CONTRACTING OFFICER'S CO-SIGNATURE	21. DATE	22. a. PRINT NAME AND TITLE
		a. Phone No. b. FAX:
23. DNRC CONTRACTING OFFICER'S CO-SIGNATURE	24. DATE	25. a. PRINT NAME AND TITLE
		a. Phone No. b. FAX

GENERAL CLAUSES TO EMERGENCY EQUIPMENT RENTAL AGREEMENT FORM OF-294 (2006 TEST FORM)

Since the equipment needs of the Government and availability of Contractor's equipment during an emergency cannot be determined in advance, it is mutually agreed that, upon request of the Government, the Contractor shall furnish the equipment listed herein to the extent the Contractor is willing and able at the time of order. The following personnel are authorized to place orders against this agreement, Dispatchers, Buying Team Members, Finance Section Chiefs, Procurement Unit Leaders, Contracting Officers and Purchasing Agents. At time of dispatch, a resource order number will be assigned. The Contractor shall furnish the assigned resource order number upon arrival and check in at the incident. The Incident Commander or responsible Government Representative is authorized to administer the technical aspects of this agreement. Equipment furnished under this agreement may be operated and subjected to extreme environmental and/or strenuous operating conditions which could include but is not limited to unimproved roads, steep, rocky, hilly terrain, dust, heat, and smokey conditions. As a result, by entering into this agreement, the contractor agrees that what is considered wear and tear under this agreement is in excess of what the equipment is subjected to under normal operations and is reflected in the rates paid for the equipment. When such equipment is furnished to the Government, the following clauses shall apply:

CLAUSE 1. Condition of Equipment: All equipment furnished under this agreement shall be in acceptable condition. The Government reserves the right to reject equipment that is not in safe and operable condition. The Government may allow the Contractor to correct deficiencies within 24 hours. No payment for travel to an Incident or point of inspection, or return to the point of hire, will be made for equipment that does not pass inspection. No payment will be made for time that the equipment was not available.

CLAUSE 2. Time Under Hire: The time under hire shall start at the time the equipment begins traveling to the incident after being ordered by the Government, and end at the estimated time of arrival back to the point of hire after being released, except as provided in Clause 7 of these General Clauses.

CLAUSE 3. Operating Supplies: As identified in Block 7, operating supplies include fuel, oil, filters, lube/oil changes. Even though Block 7 may specify that all operating supplies are to be furnished by the Contractor (*wet*), the Government may, at its option, elect to furnish such supplies when necessary to keep the equipment operating. The cost of such supplies will be determined by the Government and deducted from payment to the Contractor.

CLAUSE 4. Repairs: Repairs to equipment shall be made and paid for by the Contractor. The Government may, at its option, elect to make such repairs when necessary to keep the equipment operating. The cost of such repairs will be determined by the Government and deducted from payment to the contractor.

CLAUSE 5. Timekeeping: Time will be verified and approved by the Government Agent responsible for ordering and/or directing use of each piece of equipment. Time will be recorded to the nearest quarter hour worked for daily/hourly rate, or whole mile for mileage.

CLAUSE 6. Payments

a. Rates of Payments - Rates for equipment hired with Contractor Furnished operator(s) shall include all operator(s) expenses. Payment will be at rates specified and, except as provided in Clause 7, shall be in accordance with the following:

1. **Work Rates** (column 13) (hourly/daily/mileage/shift basis) shall apply when equipment is under hire as ordered by the Government and on shift, including relocation of equipment under its own power.

ON-SHIFT: Includes time worked, time that equipment is held or directed to be in a state of readiness, and compensable travel (equipment traveling under its own power) that has a specific start and ending time.

2. **Special Rates** (column 14) shall apply when specified.
3. **Guarantee.** For each calendar day that equipment is under hire for at least 8 hours, the Government will pay not less than the amount shown in column 15. If equipment is under hire for less than 8 hours during a calendar day, the amount earned for that day will be not less than one-half the amount specified in column 15. The guarantee is not applicable to equipment hired under the Daily rate. Equipment under transport is time under hire and compensated through the Guarantee. If equipment is transported under its own power, it is compensated under the Work rate.
4. **Daily Rate** (column 13) - Payment will be made on basis of calendar days (0001 – 2400). For fractional days at the beginning and ending of time under hire, payment will be based on 50 percent of the Daily Rate for periods less than 8 hours. Under the daily rate equipment may be staffed with or without operator.
 - (a) **Shift Basis (Portion of calendar day)**
 - 1) **Single Shift** - (SS) is staffed with one operator or one crew
 - 2) **Double Shift** - (DS) is staffed with two operators or two crews (one per shift). The DS rate will apply any calendar day the DS was under hire, including travel. There will be no compensation for a double shift unless a separate operator(s) and or crew(s) is/are ordered in writing for the second shift.
 - 3) Agency personnel at the Section Chief Level may, by resource order, authorize a second operator or crew (Double Shift), if needed during the assignment.

b. Method of Payment. Lump-sum payment will normally be processed at the end of the emergency assignment. However, partial payment may be authorized as approved by the incident agency. Payment for each calendar day will be made for (1) actual units ordered and performed under Work or Daily, shift basis and/or Special rates or (2) the guarantee earned, whichever is the greater amount.

CLAUSE 7. Exceptions

a. Daily Rate or Guarantee: No further payment under Clause 6 will accrue during any period that equipment under hire is not in a safe or operable condition or when Contractor furnished operator(s) is not available for the assigned shift or portions of the assigned shift. Payment will be based on the hours the equipment was operational during the assigned shift, as documented on the shift ticket versus the designated shift shown on the Incident Action Plan. If the equipment was not operational for the full shift, the deduction from the daily rate is calculated by converting the length of shift from the IAP to determine the hourly rate and pay the Contractor for the total hours worked before equipment became nonoperational.

b. If the Contractor withdraws equipment and/or operator(s) prior to being released by the Government, no further payment under Clause 6 shall accrue and the Contractor shall bear all costs of returning equipment and/or operator(s) to the point of hire.

c. After inspection and acceptance for use, equipment and/or furnished operator(s) that cannot be replaced or equipment that cannot be repaired at the site of work by the Contractor or by the Government in accordance with Clause 4, within 24 hours, may be considered as being withdrawn by the Contractor in accordance with Paragraph B above, except that the Government will bear all costs of returning equipment and/or operator(s) to the point of hire as promptly as emergency conditions will allow.

d. No payment will accrue under Clause 6 when the contractor is off shift in compliance with the mandatory "Work/Rest" and "Length of Commitment" provisions. As an option to rotating personnel, or taking a mandatory day off, without pay, the Contractor may be released from the incident.

CLAUSE 8. Subsistence: When Government subsistence incident camps are available, meals and bedding for Contractor's operator(s) will be furnished without charge. Government will furnish meals and lodging without cost if hotel/restaurant subsistence is the approved camp for incident personnel. Double occupancy of hotel rooms may be required. Contractors are not paid per diem or lodging expenses to and from incidents.

CLAUSE 9. Loss, Damage, or Destruction:

(a) For equipment furnished under this EERA **without** operator, the Government will assume liability for any loss, damage or destruction of such equipment, except that no reimbursement will be made for loss, damage or destruction due to (1) ordinary wear or tear, (2) mechanical failure, or (3) the fault or negligence of the Contractor or the Contractor's agents or employees or Government employee owned and operated equipment.

(b) For equipment furnished under this EERA **with** operator, the Government shall not be liable for any loss, damage or destruction of such equipment, except for loss, damage or destruction resulting from the negligence, or wrongful act(s) of Government employee(s) while acting within the scope of their employment. The operator is responsible for operating the equipment within its operating limits and responsible for safety of the equipment.

CLAUSE 10. Contractor's Responsibility for Property and Personal Damages: Except as provided in Clause 9, the Contractor will be responsible for all damages to property and to persons, including third parties, that occur as a result of Contractor or Contractor's agents or employee fault or negligence. The term "third parties" is construed to include employees of the Government.

CLAUSE 11. Deductions: Unless specifically stated elsewhere in this agreement the cost of any supplies, materials, or services, including commissary, provided for the Contractor by the Government will be deducted from the payment to the Contractor.

CLAUSE 12. Personal Protective Clothing and Equipment: The Government considers operators as fireline personnel who will use and wear specified articles of personal protective equipment.

a. The following mandatory items will be issued by the Government, when not required to be furnished by the Contractor, to operators performing within the scope of this agreement:

1. Clothing: (a) Flame resistant pants and shirts; (b) Gloves (*Either Nomex or chrome tanned leather*); (c) Hard hat; (d) Goggles or safety glasses.
2. Equipment: (a) Fire shelter; (b) Headlamp; (c) Individual First-Aid Kit;
3. Other items may be issued by the Government.

b. Operators shall wear the items of clothing issued and maintain the issued equipment in a usable and readily available condition. Upon completion of the contract assignment, all issued items of clothing or equipment shall be returned to the Government. Deductions will be made for all Government furnished protective clothing and equipment not returned by the Contractor.

CLAUSE 13. Commercial Motor Vehicles: All commercial motor vehicles must meet all DOT requirements. The regulations can be found at the following website:
www.fmcsa.dot.gov

CLAUSE 14. Claim Settlement Authority: For the purpose of settling claims, the successor contracting officer is any contracting officer acting within their delegated warrant authority, under the clauses of this agreement, and limits set by the incident agency.

CLAUSE 15. Changes: Changes to Emergency Equipment Rental Agreements (EERA's), OF294 may only be made by the original signing procurement official. If the original signing procurement official

is not available and adjustments are deemed appropriate, a new EERA shall be executed at the incident and shall be applicable **only** for the duration of that incident. The agreement will include name and location of the incident.

CLAUSE 16. Firearm – Weapon Prohibition: The possession of firearms or other dangerous weapon (18 USC 930 (f)(2)) are prohibited at all times while on Government Property and during performance of services, under this agreement. The term dangerous weapon does not include a pocket knives with a blade less than 2 ½ inches in length or a multi purpose tools such as a leatherman.

CLAUSE 17. Work Rest and Length of Assignment: The Contractor is required to follow the work rest guidelines as established by the NWCG. Refer to website for the guidelines: www.nwcg.gov

CLAUSE 18. Harrassment Free Workplace: Contractors shall abide by "U.S. Code, Title VII, Civil Rights Act of 1964, Executive Order EO-93-05, Secretary's Memorandum 4430-2 Workplace Violence Policy, and Harassment Free Workplace (29 CFR Part 1614)". Regulations can be found at www.gpoaccess.gov

CLAUSE 19. Definitions - The following definitions for Block 10 of the EERA are added: Information about business size is collected for tracking purposes only.

a. **SMALL BUSINESS** is one that is independently owned and operated and is not dominate in the field for which it is being signed up, subject to the FAR size standards where average annual receipts for its preceding 3 fiscal years do not exceed the established FAR thresholds in FAR Part 19.

b. **SMALL DISADVANTAGED OWNED BUSINESS** is a small business concern that is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business that has at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals and that has its management and daily business controlled by one or more such individuals.

c. **WOMEN-OWNED SMALL BUSINESS** is one that is at least 51 percent owned, controlled, and operated by a woman or women.

d. **HUBZone Small Business concern** means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

e. **SERVICE DISABLED VETERAN OWNED SMALL BUSINESS ENTERPRISE** is a small business concern--(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

NOTE: THE APPLICABLE FEDERAL ACQUISITION REGULATION CLAUSES AND TERMS AND CONDITIONS WILL BE INCORPORATED AS AN ATTACHMENT AND WILL BE A PART OF THIS AGREEMENT.

FAR Clauses**52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders –
Commercial Items (Jan 2012)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- ____ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- ____ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).
- ____ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ____ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).
- ☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).
- ____ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2012) (41 U.S.C. 2313).
- ____ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).
- ____ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ____ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ____ (11) [Reserved]
- ☒ (12) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
____ (ii) Alternate I (Nov 2011).
____ (iii) Alternate II (Nov 2011).
- ____ (13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
____ (ii) Alternate I (Oct 1995) of 52.219-7.
____ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☒ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)
____ (ii) Alternate I (Oct 2001) of 52.219-9.
____ (iii) Alternate II (Oct 2001) of 52.219-9.
____ (iv) Alternate III (July 2010) of 52.219-9.
- ____ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ____ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ____ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ____ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
____ (ii) Alternate I (June 2003) of 52.219-23.
- ____ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

- ___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- _X_ (23) 52.219-28, Post Award Small Business Program Representation (Apr 2009) (15 U.S.C. 632(a)(2)).
- ___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Nov 2011).
- ___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Nov 2011).
- _X_ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- _X_ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).
- _X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- _X_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- _X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- _X_ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- _X_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- _X_ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- _X_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- ___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- ___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (41) 52.225-5, Trade Agreements (Nov 2011) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- _X_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).
- ___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- ___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).
- ___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- ___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- _X_ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
- _X_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- _X_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

- ___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
- ___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- ___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).
- ___ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

- (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
 - (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
 - (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) [Reserved]
 - (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
 - (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
 - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
 - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)
 - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
 - ___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
 - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)
 - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)
 - (xii) 52.222-54, Employment Eligibility Verification (Jan 2009).
 - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
 - (xiv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.252-2 -- Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

52.212-1 Instructions to Offerors – Commercial Items (JUN 2008)

52.212-4 Contract Terms and Conditions - Commercial Items (JUN 2010)

52.236-7 Permits and Responsibilities (NOV 1991)

52.245-1 Government Property (AUG 2010)

52.223-1 Biobased Product Certification (DEC 2007)

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (DEC 2007)

52.247-21 -- Contractor Liability for Personal Injury and/or Property Damage. (APR 1984)

- (a) The Contractor assumes responsibility for all damage or injury to persons or property occasioned through the use, maintenance, and operation of the Contractor's vehicles or other equipment by, or the action of, the Contractor or the Contractor's employees and agents.
- (b) The Contractor, at the Contractor's expense, shall maintain adequate public liability and property damage insurance during the continuance of this contract, insuring the Contractor against all claims for injury or damage.
- (c) The Contractor shall maintain Workers' Compensation and other legally required insurance with respect to the Contractor's own employees and agents.
- (d) The Government shall in no event be liable or responsible for damage or injury to any person or property occasioned through the use, maintenance, or operation of any vehicle or other equipment by, or the action of, the Contractor or the Contractor's employees and agents in performing under this contract, and the Government shall be indemnified and saved harmless against claims for damage or injury in such cases.

52.212-2 -- Evaluation -- Commercial Items. (JAN 1999) amended

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:
 - (i) technical capability of the item offered to meet the Government requirement (go/no go)
 - (ii) price;
 - (iii) past performance (Pass/Fail)

For award, vendor must offer a technically acceptable resource, past performance must be acceptable, and price must be reasonable. Vendors with no past performance will receive a neutral consideration.

52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (NOV 2011)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

- (a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation,” as used in this section, means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that —

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: _____.]

Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) *Economically disadvantaged women-owned small business (EDWOSB) concern.* [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that —

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: _____. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]

(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal

appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American Act -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American Act -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act--Free Trade Agreements--Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)

For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) ☐ Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) ☐ Certain services as described in FAR 22.1003-4(d)(1). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(I) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (I)(3) through (I)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent:

☐ Name and TIN of common parent:

Name _____

TIN _____

- (m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.
- (n) Prohibition on Contracting with Inverted Domestic Corporations—
- (1) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code 25 U.S.C. 7874.
 - (2) *Representation*. By submission of its offer, the offeror represents that—
 - (i) It is not an inverted domestic corporation; and
 - (ii) It is not a subsidiary of an inverted domestic corporation.
- (o) Sanctioned activities relating to Iran. (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- (2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—
- (i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and
 - (ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act.
- (3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—
- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
 - (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

DOL WAGE DETERMINATION

WD 95-0221 (Rev.-27) was first posted on www.wdol.gov on 06/17/2011
Emergency Incident/Fire Safety Services

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Diane C. Koplewski
Director

Division of Wage
Determinations

U.S. DEPARTMENT OF LABOR EMPLOYMENT
STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Wage Determination No: 1995-0221
Revision No: 27
Date Of Revision: 06/13/2011

NATIONWIDE: Applicable in the continental U.S., Hawaii, Alaska and American Samoa.

Alaska: Entire state.

American Samoa: Entire state

Hawaii: Entire state.

Midwestern Region: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, Wisconsin

Northeast Region: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont

Southern Region: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, West Virginia

Western Region: Arizona, California, Colorado, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, Wyoming

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for Emergency Incident and Fire Safety services.

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01613 - Word Processor III		
Alaska		18.19
Continental U.S.		18.19
Hawaii and American Samoa		17.95
05000 - Automotive Service Occupations		
05190 - Motor Vehicle Mechanic		
Alaska		25.66
Hawaii and American Samoa		17.05
Midwestern Region		20.26
Northeast Region		19.02
Southern Region		17.72
Western Region		20.49
05220 - Motor Vehicle Mechanic Helper		
Alaska		18.56
Hawaii and American Samoa		13.13
Midwestern Region		13.14
Northeast Region		14.81
Southern Region		11.43
Western Region		13.88

6/7/2011 DOL Wage Determination

07000 - Food Preparation And Service Occupations

07010 - Baker

Alaska	15.42
Hawaii and American Samoa	15.40
Midwestern Region	12.92
Northeast Region	14.67
Southern Region	10.56
Western Region	16.10

07041 - Cook I

Alaska	13.28
Hawaii and American Samoa	12.96
Midwestern Region	9.50
Northeast Region	11.86
Southern Region	9.05
Western Region	10.83

07042 - Cook II

Alaska 15.31	
Hawaii and American Samoa	14.47
Midwestern Region	10.70
Northeast Region	13.36
Southern Region	10.20
Western Region	12.20

07070 - Dishwasher

Alaska	11.38
Hawaii and American Samoa	12.47
Midwestern Region	7.69
Northeast Region	8.24
Southern Region	7.99
Western Region	8.29

07130 - Food Service Worker

Alaska	11.60
Hawaii and American Samoa	11.54
Midwestern Region	9.07
Northeast Region	10.88
Southern Region	8.58
Western Region	9.44

07210 - Meat Cutter

Alaska	18.92
Hawaii and American Samoa	18.37
Midwestern Region	15.94
Northeast Region	18.56
Southern Region	13.30
Western Region	17.41

12000 - Health Occupations

12040 - Emergency Medical Technician

Alaska	22.19
Continental U.S.	16.17
Hawaii and American Samoa	18.18

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator

Alaska	21.32
Hawaii and American Samoa	16.61
Midwestern Region	15.32
Northeast Region	14.97

6/7/2011 DOL Wage Determination

Southern Region	12.67
Western Region	16.38
21150 - Stock Clerk	
Alaska	13.77
Hawaii and American Samoa	10.86
Midwestern Region	12.16
Northeast Region	12.01
Southern Region	11.65
Western Region	12.32

23000 - Mechanics And Maintenance And Repair Occupations

23021 - Aircraft Mechanic I	
Alaska	27.03
Continental U.S.	27.80
Hawaii and American Samoa	27.94
23040 - Aircraft Mechanic Helper	
Alaska	21.19
Continental U.S.	20.90
Hawaii and American Samoa	20.17
23060 - Aircraft Servicer	
Alaska	23.68
Continental U.S.	23.85
Hawaii and American Samoa	23.41
23160 - Electrician, Maintenance	
Alaska	30.51
Hawaii and American Samoa	26.29
Midwestern Region	22.91
Northeast Region	24.55
Southern Region	19.58
Western Region	23.39
23440 - Heavy Equipment Operator	
Alaska	24.96
Hawaii and American Samoa	17.76
Midwestern Region	20.26
Northeast Region	19.02
Southern Region	17.72
Western Region	20.49
23470 - Laborer	
Alaska	15.14
Hawaii and American Samoa	14.70
Midwestern Region	12.32
Northeast Region	12.43
Southern Region	10.03
Western Region	11.64
23530 - Machinery Maintenance Mechanic	
Alaska	28.47
Hawaii and American Samoa	28.09
Midwestern Region	17.56
Northeast Region	18.37
Southern Region	13.91
Western Region	17.42
23580 - Maintenance Trades Helper	
Alaska	20.82
Hawaii and American Samoa	16.06
Midwestern Region	16.53
Northeast Region	15.44

Southern Region	13.90
Western Region	14.34
27000 - Protective Service Occupations	
27070 - Firefighter	
Alaska	11.53
Hawaii and American Samoa	9.40
Midwestern Region	7.51
Northeast Region	7.93
Southern Region	7.51
Western Region	7.93
30000 - Technical Occupations	
30210 - Laboratory Technician	
Alaska	22.32
Hawaii and American Samoa	21.23
Mid Western Region	19.84
Northeast Region	18.36
Southern Region	20.18
Western Region	18.87
31000 - Transportation/Mobile Equipment Operation Occupations	
31030 - Bus Driver	
Alaska	20.94
Hawaii and American Samoa	13.60
Midwestern Region: 1 1/2 to 4 tons	17.26
Midwestern Region: over 4 tons	18.04
Midwestern Region: under 1 1/2 tons	12.91
Northeast Region: 1 1/2 to 4 tons	17.69
Northeast Region: over 4 tons	18.46
Northeast Region: under 1 1/2 tons	13.72
Southern Region: 1 1/2 to 4 tons	15.76
Southern Region: over 4 tons	16.34
Southern Region: under 1 1/2 tons	8.78
Western Region: 1 1/2 to 4 tons	16.25
Western Region: over 4 tons	16.71
Western Region: under 1 1/2 tons	10.23
31361 - Truck driver, Light	
Alaska	19.60
Hawaii and American Samoa	10.72
Midwestern Region	12.91
Northeast Region	13.72
Southern Region	8.78
Western Region	10.23
31362 - Truck driver, Medium	
Alaska	21.22
Hawaii and American Samoa	13.59
Midwestern Region	17.26
Northeast Region	17.69
Southern Region	15.71
Western Region	16.25
31363 - Truck driver, Heavy	
Alaska	22.43
Hawaii and American Samoa	14.83
Midwestern Region	18.04
Northeast Region	18.46

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Southern Region

16.34

Western Region	17.32
31364 - Truck driver, Tractor-Trailer	
Alaska	23.62
Hawaii and American Samoa	15.02
Midwestern Region	21.46
Northeast Region	18.58
Southern Region	17.18
Western Region	17.67
47000 - Water Transportation Occupations	
47021 - Cook-Baker/Second Cook/Second Cook-Baker/Assistant Cook	
Alaska	15.25
Hawaii and American Samoa	14.47
Midwestern Region	10.70
Northeast Region	13.36
Southern Region	10.19
Western Region	12.20
92000 - Non Standard Occupations	
(not set) - Quality Assurance Representative I	
Alaska	18.95
Hawaii and American Samoa	19.47
Midwestern Region	17.06
Northeast Region	18.01
Southern Region	18.68
Western Region	17.19
(not set) - Quality Assurance Representative II	
Alaska	24.79
Hawaii and American Samoa	23.14
Midwestern Region	21.04
Northeast Region	22.36
Southern Region	19.76
Western Region	20.84
(not set) - Quality Assurance Representative III	
Alaska	26.37
Hawaii and American Samoa	25.18
Midwestern Region	24.77
Northeast Region	26.32
Southern Region	23.37
Western Region	24.99
(not set) - Chief Cook	
Alaska	20.26
Hawaii and American Samoa	24.28
Midwestern Region	17.86
Northeast Region	21.61
Southern Region	16.36
Western Region	19.89
(not set) - Environmental Protection Specialist	
Alaska	31.95
Hawaii and American Samoa	29.55
Midwestern Region	26.87
Northeast Region	32.23
Southern Region	27.36
Western Region	28.30
(not set) - Fire Safety Professional	
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Alaska	31.93
Hawaii and American Samoa	29.55

Midwestern Region	26.87
Northeast Region	32.23
Southern Region	27.36
Western Region	28.30
(not set) - Aircraft Quality Control Inspector	
Alaska	28.27
Continental U.S.	29.07
Hawaii and American Samoa	29.22
99000 - Miscellaneous Occupations	
99730 - Refuse Collector	
Alaska	11.19
Hawaii and American Samoa	10.34
Midwestern Region	9.57
Northeast Region	10.92
Southern Region	7.51
Western Region	9.31

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.47 per hour, or \$58.80 per week, or \$254.80 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.59 per hour.

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead aside, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regarding and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent

applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be confirmed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

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3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the

employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**** OCCUPATIONS NOT INCLUDED IN THE SCA DIRECTORY OF OCCUPATIONS ****

Aircraft Quality Control Inspector

Develops and implements quality control and ground safety programs to ensure compliance with contract specifications. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Briefs and debriefs pilots and crew members assigned to functional check flights. Evaluates personnel, including verification of skills, training and experience. Performs audits and inspections of work centers and ongoing maintenance actions, procedures, equipment and facilities. Monitors timeliness and applicability of aircraft maintenance technical data and technical library. Reviews maintenance source documents, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Manages the material deficiency and technical order improvement program. Reviews engineering investigation requests. Initiates and reviews quality deficiency reports, technical deficiency reports and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive. Receives aircraft and explosive mishap reports and studies them for applicability. Oversees aircraft weight and balance program. Conducts safety inspections, training and drills.

Chief Cook

Directs and participates in the preparation and serving of meals; determines timing and sequence of operations required to meet serving times; inspects galley/kitchen unit and equipment for cleanliness and proper storage and preparation of food. Many plan or assist in planning meals and taking inventory of stores and equipment.

Environmental Protection Specialist

Environmental protection specialist positions require specialized knowledge of the principles, practices, and methods of program or administrative work relating to environmental protection programs. This entails (1) an understanding of the philosophy underlying environmental regulation; (2) knowledge of environmental laws and regulations; (3) knowledge of the planning, funding, organization, administration, and evaluation of environmental programs; (4) practical knowledge of environmental sciences and related disciplines, the effects of actions and technology on the environment, the means of preventing or reducing pollution, and the relationship between environmental factors and human health and well-being; and (5) practical knowledge of important historic, cultural, and natural resources (including land, vegetation, fish, wildlife, endangered species, forests) and the relationship between the preservation and management of these resources and environmental protection. Environmental protection specialists apply specialized knowledge of one or more program or functional areas of environmental protection work, but do not require full professional competence in environmental engineering or science.

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Fire Safety Professional

The Fire Safety Professional works to control and extinguish fires, rescue persons endangered by fire, and reduce or eliminate potential fire hazards. It also controls hazardous materials incidents, provides emergency medical services, trains personnel in fire protection and prevention, operates fire communications equipment, develops

and implements fire protection and prevention plans, procedures, and standards and, advises on improvements to structures for better fire prevention.

Quality Assurance Representative I

A Quality Assurance Representative I independently inspects a few standardized procedures, items or operations of limited difficulty. A Quality Assurance Representative I's assignments involve independent record keeping and preparation of reports, inspection and testing, interpretation of plans and specifications and observation of construction activities to check adherence to safety practices and requirements. Quality Assurance Representative I's maintain work relationships with contractor supervisory personnel. Contacts involve obtaining information on sequence of operations and work methods, explaining standard requirements of plans and specifications, and informing the contractor of inspection results.

Quality Assurance Representative II

A Quality Assurance Representative II independently inspects a wide variety of standardized items or operations requiring a substantial knowledge of the method and techniques of construction inspection and of construction methods, equipment, materials, practices and the ability to interpret varied requirements in drawings and specifications. Quality Assurance Representative II's obtain information on schedules and work methods and explain requirements of plans and specifications. They make suggestions to the contractor concerning well-established acceptable methods and practices to assist the contractor in meeting standard requirements. Quality Assurance Representative II's are typically not authorized to approve deviations in construction plans, methods and practices even of a minor nature.

Quality Assurance Representative III

A Quality Assurance Representative III is expected to interpret plans and specifications relating to construction problems of normal difficulty, that is, those for which there are precedents and those without unusual complications. Quality Assurance Representative III's resolve differences between plans and specifications when such differences do not involve questions of cost or engineering design. Engineering and supervisory assistance is readily available and is provided as needed to assist in interpreting plans and specifications and in resolving differences involving complex problems. Technical assistance is also available on unusual specialized trade, crafts or materials problems. Inspection reports are reviewed for accuracy, completeness and adequacy. Unusually difficult and novel problems are discussed with the supervisor. Quality Assurance Representative III's are typically authorized to approve minor deviations in construction methods and practices which conform to established precedents, do not involve added costs, and are consistent with contract plans and specifications. Decisions by Quality Assurance Representative III's on the acceptability of construction methods and practices, workmanship, materials, and the finished product are considered to be final.

Standard Terms, Conditions & Compensation for the States

State of Montana Standard Terms and Conditions

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The State reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the State. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the State's solicitation document and a vendor's response, the language contained in the State's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)

AUTHORITY: The attached bid, request for proposal, limited solicitation, or contract is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, the contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the DNRC FSO Bureau. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

DEBARMENT: The contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded

from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by the State.

DISABILITY ACCOMMODATIONS: The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

FACSIMILE RESPONSES: Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations ONLY if they are completely received by the DNRC FSO Bureau prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the procurement officer.

FAILURE TO HONOR BID/PROPOSAL: If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the State of Montana.

FORCE MAJEURE: Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party is using its best efforts to remedy such failure or delays.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the State is allowed 30 days to pay such invoices. All contractors will be required to provide banking information at the time of contract execution in order to facilitate State electronic funds transfer payments.

RECIPROCAL PREFERENCE: The State of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcpix>.

REDUCTION OF FUNDING: The State must terminate this contract if funds are not appropriated or otherwise made available to support the State's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

REFERENCE TO CONTRACT: The contract or purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the contract.

REGISTRATION WITH THE SECRETARY OF STATE: Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

SEPARABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.

SHIPPING: Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.

SOLICITATION DOCUMENT EXAMINATION: Vendors shall promptly notify the State of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

TAX EXEMPTION: The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED: Contractor acknowledges that no state funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (Section 18-5-603, MCA.) Contact the DNRC FSO Bureau at (406) 444-2575 for more information concerning nonvisual access standards.

TERMINATION OF CONTRACT: Unless otherwise stated, the State may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

VENUE: This solicitation is governed by the laws of Montana. The parties agree that any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

WARRANTIES: The contractor warrants that items offered will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship, and free from defect. Items offered must be new and unused and of the latest model or manufacture, unless otherwise specified by the State. They shall be equal in quality and performance to those indicated herein. Descriptions used herein are specified solely for the purpose of indicating standards of quality, performance, and/or use desired. Exceptions will be rejected.

Idaho Department of Lands Standard Terms & Conditions, Office Locations

1. CONTRACT RELATIONSHIP

It is distinctly and particularly understood and agreed between the parties that this contract does not create an employer/employee relationship. Furthermore, the State of Idaho is in no way associated or otherwise connected with the performance of any service under this contract on the part of the Contractor or with the employment of labor or the incurring of expenses by the Contractor. Said Contractor is an independent contractor in the performance of each and every part of this contract, and solely and personally liable for all labor, taxes, insurance, required bonding and other expenses, except as specifically stated herein, and for any and all damages in connection with the operation of this contract, whether it may be for personal injuries or damages of any other kind. The Contractor shall exonerate, indemnify and hold the State of Idaho harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, and income tax laws with respect to the Contractor or Contractor's employees engaged in performance under this contract.

2. CONTRACTOR RESPONSIBILITY

The Contractor shall be required to assume responsibility for production and delivery of all material and services included in this contract, whether or not the Contractor is the manufacturer or producer of such material or services. Further, the Contractor will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of goods or services.

3. SUBCONTRACTING

Unless otherwise allowed by the State in this contract, the Contractor shall not, without written approval from the State, enter into any subcontract relating to the performance of this contract or any part thereof. Approval by the State of Contractor's request to subcontract or acceptance of or payment for subcontracted work by the State shall not in any way relieve the Contractor of responsibility for the professional and technical accuracy and adequacy of the work. The Contractor shall be and remain liable for all damages to the State caused by negligent performance or non-performance of work under the contract by Contractor's subcontractor or its sub-subcontractor.

4. INSURANCE

Prior to the commencement of work under this contract, and until all work specified herein is completed, the Contractor shall maintain in effect all insurance as set forth below and shall comply with all limits, terms and conditions stipulated within the insurance policy(ies). Contractor shall provide the Idaho Department of Lands with a Certificate of Insurance verifying such coverage. Work under the contract shall not commence until evidence of all required insurance is provided to the State.

- a. The Contractor shall maintain and pay for any applicable worker's compensation insurance and will provide a certificate of same.

5. TAXES

If the Contractor is required to pay any taxes incurred as a result of doing business with the State of Idaho, it shall be solely and absolutely responsible for the payment of those taxes.

6. LICENSES, PERMITS & FEES

The Contractor shall, without additional expense to the State, obtain all required licenses and permits and pay all fees necessary for executing provisions of this contract unless specifically stated otherwise herein.

7. STATE OF IDAHO MINIMUM WAGE LAW

It will be the responsibility of the Contractor to fully comply with Section 44-1502, Idaho Code, regarding minimum wage.

8. SAVE HARMLESS

Contractor shall indemnify and hold harmless the State of Idaho from any and all liability, claims, damages, costs, expenses, and actions, including reasonable attorney fees, caused by or that arise from the negligent or wrongful acts or omissions of the Contractor, its employees, agents, or subcontractors under this contract that cause death or injury or damage to property or arising out of a failure to comply with any state or federal statute, law, regulation or act.

9. OFFICIALS, AGENTS AND EMPLOYEES OF THE STATE NOT PERSONALLY LIABLE

In no event shall any official, officer, employee or agent of the State of Idaho be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this contract. This section shall not apply to any remedies in law or at equity against any person or entity that exist by reason of fraud, misrepresentation or outside the terms of this contract.

10. RISK OF LOSS

Risk of loss and responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the State except as to latent defects, fraud and Contractor's warranty obligations. Such loss, injury or destruction shall not release the Contractor from any obligation under this Contract. If installation is specified in the contract, pricing shall include all charges associated with a complete installation at the location specified.

11. ASSIGNMENTS

The Contractor shall not assign a right or delegate a duty under this contract without the prior written consent of the State.

12. PROHIBITED CONTRACTS

No member of the legislature or officer or employee of any branch of the state government shall directly himself, or by any other person execute, hold or enjoy, in whole or in part, any contract or agreement made or entered into by or on behalf of the state of Idaho, if made by, through or on behalf of the department in which he is an officer or employee or if made by, through or on behalf of any other department unless the same are made after competitive bids. (Idaho Code Section 67-5726(1)).

13. GOVERNMENT REGULATIONS

The Contractor shall abide by and comply with all laws and regulations of the United States, the State of Idaho, counties or other governmental jurisdictions wherein the work is executed insofar as they affect this contract. The Contractor will make all payments, contributions, remittances, and all reports and statements required under said laws.

14. SAFETY INFORMATION

a. The Contractor assumes full responsibility for the safety of his employees, equipment and supplies.

- b. Contractor guarantees that all items provided by Contractor in performance of this contract meet or exceed those requirements and guidelines established by the Occupational Safety and Health Act, Consumer Product Safety Council, Environmental Protection Agency, or other regulatory agencies

15. USE OF THE STATE OF IDAHO NAME

Contractor agrees that it will not, prior to, in the course of, or after performance under this contract, use the State's name in any advertising or promotional media as a customer or client of Contractor without the prior written consent of the State.

16. CONTRACT TERMINATION

- a. The State may terminate this contract, in whole or part, by written notice delivered to either the Contractor or his representative in any one of the following circumstances. Termination by the State for cause may result in forfeiture of Contractor's bond if a bond is required under the provisions of this contract.
 - (1) Failure of the Contractor to perform any of the provisions of this contract.
 - (2) Failure of the Contractor to correct unsatisfactory performance or work within five (5) days after it has been brought to his attention.
 - (3) Failure of the Contractor to make satisfactory progress in order to be able to complete the work within the contract period.
 - (4) The State may terminate this contract at any time for the convenience of the State upon ten (10) calendar days' written notice specifying the date of termination.
- b. Upon termination, the Contractor shall:
 - (1) Promptly discontinue performing under the contract, unless the termination notice directs otherwise.
 - (2) Promptly return to the State control of the properties and any personal property provided by the State pursuant to the contract.
 - (3) If requested by the State, deliver or otherwise make available to the State all data, reports, estimates, summaries and such other information and materials as may have been accumulated by Contractor in performing duties under the contract, whether completed or in process.
- c. Upon termination, the obligations and liabilities of the parties shall cease, except that the obligations or liabilities incurred prior to the termination date shall be honored. This paragraph shall not be interpreted to place any requirement on the State to accept or make payment to the Contractor for any incomplete or unsatisfactory work.
- d. If the State terminates the contract, the State may take over the work and may award another party a contract to complete the work stated in this contract.
- e. In the event of termination, the State shall pay all sums still due Contractor through the effective date of termination in full within thirty (30) days of a written demand and receipt of all items necessary from Contractor to allow the State to make payment.

17. APPROPRIATION BY LEGISLATURE REQUIRED

It is understood and agreed that the State is a government entity and this contract shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the State's Legislature as may exist from time to time. The State reserves the right to terminate this contract in whole or in part (or any order placed under it) if, in its judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for the State to continue such payments. All affected future rights and liabilities of the parties hereto shall thereupon cease within ten (10) calendar days after notice to the Contractor. It is understood and agreed that the State's payments herein provided for shall be paid from Idaho State Legislative appropriations and, in some instances, direct federal funding.

18. FORCE MAJEURE

Neither party shall be liable or deemed to be in default for any Force Majeure delay in shipment or performance occasioned by unforeseeable causes beyond the control and without the fault or negligence of the parties, including, but not restricted to, acts of God or the public enemy, fires, floods, epidemics,

quarantine, restrictions, strikes, freight embargoes, unusually severe weather, provided that in all cases the Contractor shall notify the State promptly in writing of any cause for delay and the State concurs that the delay was beyond the control and without the fault or negligence of the Contractor. If reasonably possible, the Contractor shall make every reasonable effort to complete performance as soon as possible.

19. GOVERNING LAW

This contract shall be construed in accordance with, and governed by the laws of the State of Idaho.

20. ENTIRE AGREEMENT

This contract, together with all attachments, constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous discussions, representations, commitments, and all other communications, both oral and written, between the parties.

21. MODIFICATION

This contract may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

North Dakota State University

Policy Manual

SECTION 400

PURCHASING – GENERAL POLICIES

SOURCE: SBHE Section 803.1, Purchasing Procedures
NDSU President

1. Each institution shall develop and implement necessary and appropriate policies and procedures to ensure compliance with laws and State Board of Higher Education policies governing purchasing. Officers and employees involved in purchasing decisions shall comply with all applicable federal and state laws and regulations relating to conflict of interest and acceptance of gifts and gratuities. Institution purchasing policies and procedures shall incorporate (or refer to) SBHE Policy 611.4 relating to conflict of interest, and include procedures for disclosing a conflict of interest. Further, institution purchasing policies and procedures shall address whether vendors' offers of scholarships, endowments, and other premiums contained in bids or proposals will be considered and, if so, the criteria for evaluating such offers.

NDSU Guidelines

1.1 The Director of Purchasing is responsible for the preparation and enforcement of NDSU purchasing policies. The Director of Purchasing may delegate authority to an NDSU employee to purchase specific types and classes of goods and services with prior written authorization by the departmental supervisor. This authorization shall specify what may be purchased by the employee and the duration of the purchasing authorization.

1.2 Purchasing has the responsibility for obligating the University and for making the final determination of source of supply consistent with the required delivery schedule, ability to meet specifications and price negotiations, except where others are so authorized. These decisions will be made in conjunction with user departments as appropriate.

1.2.1 In the event there is an unauthorized purchase, Purchasing will arrange to meet with the individual(s) and the supplier to reduce the potential for future non-compliance. Any unauthorized purchase may result in holding the individual personally responsible.

1.3 The basic responsibilities of Purchasing and those of the using departments are as follows:

PURCHASING	REQUESTORS
Responsible for:	Responsible for:
1. Prequalifying suppliers	1. Preparing purchase requisitions
2. Taking bids	2. Providing reasonable lead time
3. Processing quotations	3. Providing justifications as required
4. Negotiating with suppliers	4. Assuring that contract and grant requirements are met
5. Making awards	5. Assuring that funds are available
6. Releasing award information	6. Others as appropriate
7. Auditing purchasing actions	
8. Administering a minority business development program	
9. Others as appropriate	

1.4 No personal purchases shall be made in the name of the University nor shall any University resources be used in any way for the purpose of making personal purchases.

1.5 North Dakota University System, Policy 611.4; North Dakota State University Policy 151 - Conflict of Interest and North Dakota Century Code Sections 12.1-13-03 and 48-02-12 are referenced and made part of this Purchasing Policy. Any employee of the University authorized to sell or lease any property or make any contract in the employee's official capacity may not be interested in any such sale, lease or contract.

1.6 All employees involved in federal fund projects shall comply with the conflict of interest requirements that govern any federal grants or other sponsored agreements

1.7 Equipment and supplies purchased for use by a governmental agency are not subject to sales/use tax or federal excise tax except heating fuel, gasoline and property purchased by NDSU that is installed by an independent contractor. A letter is on file in the Purchasing Department which may be sent to vendors who need proof of our tax exemption.

1.8 In addition to this section, all other federal and state laws, rules and regulations relating to Purchasing must be followed.

2. NDUS institutions shall cooperate and make joint purchases with the Office of Management and Budget Purchasing Division when advantageous to do so as intended by North Dakota Century Code 54-44.4-02. Institutions may also purchase equipment or supplies through participation in joint purchasing alliances formed with other states or organizations, when it is advantageous to do so. Additional bids or proposals shall be solicited from other vendors when required by law or this policy.

NDSU Guidelines

2.1 All NDSU personnel will be required to purchase from prime vendor or other annual contracts or other such pricing agreements that are established.

3. Personal property, equipment or supplies estimated at less than \$10,000 may be purchased at the discretion of the institution. When feasible, informal quotes or proposals should be solicited from more than one vendor. Reasonable steps shall be taken to ensure that qualified North Dakota vendors have an opportunity to compete for the contract. Personal property, equipment or supplies estimated at \$10,000 or more must be purchased from formal bids. As many sources as possible, including qualified North Dakota vendors, should be solicited.

NDSU Guidelines

3.1 NDSU employees authorized by their respective department or unit can make a single non-repetitive purchase of a good or service in the amount of \$2,500.00 or less. Purchases of \$2,500.01 and above shall be processed through the NDSU Purchasing Department.

3.2 NDSU employees may make purchases from \$2,500.01 up to and including \$5,000.00 if they are delegated purchasing authority in writing by their respective departmental supervisor and by the Director of Purchasing after proper training has been completed. Requirements include obtaining three (3) informal quotes, awarding the order to the vendor offering the lowest and best bid, and ensuring that quotes are maintained on file and the item cannot be obtained on an existing term contract.

4. Consulting or other contract services and insurance estimated at less than \$100,000, shall be purchased by negotiation, telephone or informal written quote or proposal. When feasible more than one vendor should be requested to submit prices to ensure appropriate competition. Reasonable steps shall be taken to ensure that qualified North Dakota vendors have an opportunity to compete for the contract.

Consulting or other contract services or insurance estimated at \$100,000 or more must be purchased through a formal request for proposal process that includes procedures for identifying eligible vendors, developing a comprehensive requirements document, specifying unique needs, negotiating mutually acceptable contract terms, and listing minimum proposals requirements. Payments for services may be made only according to a written contract.

NDSU Guidelines

4.1 Consulting services and insurance greater than \$50,000 shall be coordinated through the Purchasing Department.

5. Personal property, equipment or supplies estimated at \$10,000 or more, must be purchased from formal bids. As many sources as possible, including qualified North Dakota vendors should be solicited. All service contracts for a term in excess of three years shall include a provision for review of contract performance at specified intervals, not less frequently than once every two years. Service contracts may not exceed a term of ten years.

NDSU Guidelines

5.1 Formal bids for goods and services shall be processed through the NDSU Purchasing Department.

6. Items which do NOT require competitive bidding are purchases made from discount contracts under a group alliance or consortium, other items possessing unique characteristics or properties which because of those peculiarities are essential to the conduct of particular research projects or instructional endeavors or sole source services. Purchases of an item or service under this exception is permitted only with the written approval of the purchasing officer or other official delegated that authority based upon documentation of:

- a) The unique characteristics of the products, and
- b) Specifically what task is to be performed requiring the unique characteristics of the product.

The purchasing office shall document in writing the process in all cases in which the lowest bid is not accepted. All required documentation shall be retained according to governing records retention policies.

NDSU Guidelines

6.1 A letter of justification on any sole source purchase not covered under a term contract, priced at \$2,500.00 and above shall be sent to the Director of Purchasing.

6.2 Items which do not require competitive bidding are:

- a) Utilities such as telephone, electric power, and natural gas services.*
- b) Public books and maps, periodicals and technical pamphlets.*
- c) Services for the maintenance or servicing of equipment by the manufacturer or authorized servicing agent of that equipment when the maintenance or servicing can best be performed by the manufacturer or authorized service agent, or when such a contract would otherwise be advantageous to the state.*
- d) Direct purchases from any NDSU campus auxiliary service or internal service fund operation(s).*
- e) Term contracts created by the NDSU/NDUS/State Purchasing Personnel.*

f) Consulting Services up to \$50,000 (excluding architect/engineering services) if the Contracted Services Agreement form is used or an agreement is reviewed and approved by the University's General Counsel. The Purchasing Department will determine if competitive bids are required for services greater than \$50,000 but less than \$100,000.

g) Construction/Remodeling Services up to \$10,000 total project cost, if the Contracted Services Agreement form is used and the specifications are in compliance with applicable building codes and policies and the NDUS/NDSU "Guidelines for Architects and Engineers" manual. A copy of the completed form should also be sent to the Facilities Management Director, Thorson Maintenance Center.

7. Preference shall be given to North Dakota bidders when required pursuant to N.D.C.C. Section 44-08-01. Accordingly, preference equal to the preference given or required in the state of a nonresident bidder shall be given in purchasing any goods, merchandize, supplies, or equipment. Also, when accepting bids for the provision of professional services, including research and consulting services, the contract shall be awarded to a resident North Dakota bidder if the bid of the resident North Dakota bidder is equal to or less than the low bid of a nonresident bidder and the resident North Dakota bidder has an acceptable performance history and meets the minimum requirements specified in the bid solicitation.

HISTORY:

Amended	July 1990
Amended	January 1997
Amended	March 2003
Amended	July 2004
Housekeeping	August 2011

SAFETY STANDARDS

NOTICE: The following minimum contract standard shall be upheld at all times. The Contracting Officer or appointed representatives (COR) shall consider individuals who cannot meet these minimum requirements UNSAFE and may remove the individual or, if necessary the entire resource from the job site in accordance with the terms of the agreement specification:

A. Heat Stress

There are three forms of heat stress. The mildest is heat cramps. Heat stress can progress to heat exhaustion and eventually heat stroke. Heat stroke is a medical emergency! Delayed treatment can result in brain damage and even death. At the first sign of heat stress, stop work, get into the shade, and begin drinking fluid. See chapter 5 of Fitness and Work Capacity, 2nd ed. (1997). Heat Stress: NFES 1594, PMS-303-1 explains how to detect, treat & prevent heat stress. Cost is 10 cents each.

B. Smoke and Carbon Monoxide

For information on this subject call USDA Forest Service, Technology and Development Program, Publications, (406) 329-3978, and ask for Health Hazards of Smoke, Recommendations of the Consensus Conference, April 1997 (Item Number 97512836). Copies are available free of charge in limited numbers.

C. “Six Minutes for Safety” Training

It is recommended that daily Six Minutes for Safety training be conducted that focuses on high risk and low frequency activities that fire personnel may encounter during a fire season. The NWCG website gives information on Six Minutes for Safety, go to www.nwcg.gov.

D. Seat Belts

Seat belts will be available and used in any vehicle when in motion. It is the operator's responsibility to ensure compliance.

E. Personal Protective Equipment (PPE) – see Section D.2.1.2 of the specifications for a complete list of PPE required by the contractor.

F. Fireline Leadership Communications Skills

All personnel in leadership positions such as Equipment Operators, Engine Bosses and radio operators, shall be able to communicate fluently at a conversational level in English.

Specifically:

- All radio communication on tactical, command and air-to-ground frequencies will be in the English language.
- All supervisors of personnel engaged in fire suppression and prescribed fire operations will be able to read write and speak English sufficient to understand and communicate in English. All supervisors must also be able to communicate in the language of the individuals they directly supervise.

G. Incident Identification/Qualification Card

Personnel shall carry a government (state or federal) picture identification card, such as a driver's license, passport, state identification card, etc.

H. Physical Demands

The work requires strenuous physical exertion for extended periods including walking, climbing, chopping, throwing, lifting, pulling and frequently carrying objects weighing fifty (50) pounds or more.

Added for Engine and Tactical Water Tender personnel:

All engine and tactical tender personnel shall have passed the "Work Capacity Fitness Test" at the arduous level. The fitness requirement is the ability to negotiate a three (3) mile hike with a 45-pound pack in 45 minutes.

Copies of the publication titles "Fitness and Work Capacity," second edition NFES 1596 April 1997, and associated videos can be purchased from the Great Basin Fire Cache at the National Interagency Fire Center in Boise, Idaho. The Work Capacity Test, Administrator's Guide, April 2003, NFES 1109 can be accessed at www.nwcg.gov, in Publications. The Contractor(s) shall provide proof that their employee(s) has/have met this requirement upon request.

The government reserves the right to monitor the administration of any classroom instruction, and Pack Tests administered for compliance with "Work Capacity Fitness Test Instructor's Guide."

I. Work/Rest/Driving/ and Length of Assignment Guidelines

Information on current agency policy on work/rest guidelines, length of assignment, days off and other fire business management information can be found at: www.nwcg.gov

HARASSMENT FREE WORKPLACE POLICY

POLICY: The National policy states: The Forest Service will not tolerate harassment based on race, national origin, religion, age, mental or physical disability, color, sex, or any other non-merit factors.

The Forest Service strives for a harassment-free work environment where people treat one another with respect. Managers, supervisors, and all employees, as well as our contractors, cooperators and volunteers have the primary responsibility for creating and sustaining this harassment-free environment (by example, by job supervision, by coaching, by training, by contract enforcement, and by other means). All employees, contractor personnel, and visitors must take personal responsibility for maintaining conduct that is professional and supportive of this environment.

ACTION REQUIRED: Managers and supervisors must take immediate action to stop harassment (or any other inappropriate behavior), to protect the people targeted and to take all reasonable steps to ensure that no further harassment or retaliation occurs. Employees who witness harassment should report it to the proper authority.

LOCATIONS COVERED: The contractors work environment covers any area where employees work or where work-related activities occur including travel. This includes field sites, incident bases, staging areas, firelines, government buildings and other facilities such as fitness centers and campgrounds. Also included are vehicles or other conveyances used for travel.

WHAT HARASSMENT IS: Harassment is coercive or repeated, unsolicited and unwelcome verbal comments, gestures or physical contacts and includes retaliation for confronting or reporting harassment. Examples of harassment include, but are not limited to, the following:

Physical conduct: Unwelcome touching, standing too close, inappropriate or threatening staring or glaring obscene, threatening, or offensive gestures.

Verbal or written conduct: Inappropriate references to body parts, derogatory or demeaning comments, jokes, or personal questions; sexual innuendoes; offensive remarks about race, gender, religion, age, ethnicity, sexual orientation, political beliefs, marital status, or disability; obscene letters or telephone calls; catcalls; whistles; sexually suggestive sounds; loud, aggressive, inappropriate comments or other verbal abuse.

Visual, Graphic or Pictorial Displays: Display of nude pictures, scantily-clad, or offensively-clad people; display of intimidating or offensive religious, political, or other symbols; display or offensive, threatening, demeaning, or derogatory drawings, cartoons, or other graphics; offensive T-shirts, coffee mugs, bumper stickers in locations covered above or other articles. Individuals who believe they are being harassed or retaliated against should exercise any one or more of the following options as soon as possible:

- Tell the harasser to stop the offensive conduct; and/or

- Tell a manager or supervisor about the conduct; and/or

- Contact your Procurement Unit Leader, Contracting Officer, a special Emphasis Program Manager, or any other individual you trust who would take action.

In addition, you may seek help from the Human Resource Specialist on the incident.

Standard Contractor Performance Report

Highlighted blocks are required to be completed.

Evaluation Type: Interim _ Final _ (check one)			
Evaluating Organization <small>(Fire Name):</small>		Reporting Period: From to	
Contracting Office:		Contract Number:	Order Number <small>(Resource Order/Incident #):</small>
Contractor Name:		Contractor Address:	
DUNS:		City:	State:
Additional or Alternate Contractor Name:		Zip/Postal Code:	Country:
TIN:	Industrial Code (NAICS):	Commodity Code:	Contract Type:
Contract Award Date:		Contract Expiration Date:	Contract Value:
Requirement Description <small>(Equipment Type):</small>			

Ratings

Summarize contractor performance and check the number which corresponds to the rating for each rating category (See attached Rating Guidelines).

Quality of Product or Service (How did the Contractor perform, document any noncompliance or performance issues)

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Quality of Product or Service (2000 characters maximum):

Timeliness of Performance (Did the Contractor arrive when expected, demob timely; and perform the work in a timely manner)

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Timeliness of Performance (2000 characters maximum):

Business Relations (Did the Contractor perform in a business-like manner; complete administrative requirements timely)

_0=Unsatisfactory	_1=Poor	_2=Fair	_3=Good	_4=Excellent	_5=Outstanding
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Government Comments for Business Relations (2000 characters maximum):

Additional Info

Contractor Key Personnel

Contractor Manager/Principal Investigator (Owner's Name):

Government Comment on Contractor Manager/Principal Investigator (2000 characters maximum): *(If applicable, describe working relationship with government representatives for this assignment)*

Contractor Key Person (Equipment Operator's Name):

Government Comment on Contractor Key Person (2000 characters maximum): *(Describe working relationship with government representatives for this assignment)*

Customer Satisfaction

Is/was the contractor committed to customer satisfaction? ☐ Yes ☐ No **(Check one)**

Would you recommend the selection of this firm again? ☐ Yes ☐ No **(Check one)**

Government Comments on Customer Satisfaction (2000 characters maximum): *If no to either of above, explain below*

Admin Info

Project Officer/COTR *(Individual completing the evaluation)*

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Contractor Representative

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Alternate Contractor Representative

Name: _____

Phone: _____

Fax: _____

E-mail Address: _____

Contracting Officer:

Name: _____

Phone: _____

Fax: _____

E-Mail Address: _____

Rating Guidelines

Quality of Product or Service

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Non-conformances are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards containing similar requirements.
Poor	Overall compliance requires significant Agency resources to ensure achievement of contract requirements.
Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or very minimal, quality problems, and the Contractor has met the contract requirements.
Excellent	There are no quality issues, and the Contractor has substantially exceeded the contract performance requirements without commensurate additional costs to the Government.
Outstanding	The contractor has demonstrated an outstanding performance level that was significantly in excess of anticipated achievements and is commendable as an example for others, so that it justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Timeliness of Performance

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Delays are jeopardizing the achievement of contract requirements, despite use of Agency resources. Recovery is not likely. If performance cannot be substantially corrected, it constitutes a significant impediment in consideration for future awards.
Poor	Delays require significant Agency resources to ensure achievement of contract requirements.
Fair	Delays require minor Agency resources to ensure achievement of contract requirements.
Good	There are no, or minimal, delays that impact achievement of contract requirements.
Excellent	There are no delays and the contractor has exceeded the agreed upon time schedule.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Business Relations

0 = Unsatisfactory 1 = Poor 2 = Fair 3 = Good 4 = Excellent 5 = Outstanding

Unsatisfactory	Response to inquiries and/or technical, service, administrative issues is not effective. If not substantially mitigated or corrected it should constitute a significant impediment in considerations for future awards.
Poor	Response to inquiries and/or technical, service, administrative issues is marginally effective.
Fair	Response to inquiries and/or technical, service, administrative issues is somewhat effective.
Good	Response to inquiries and/or technical, service, administrative issues is consistently effective.
Excellent	Response to inquiries and/or technical, service, administrative issues exceeds Government expectation.
Outstanding	The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where contractor performance clearly exceeds the performance levels described as "Excellent".

Federal Payment Offices**USDA Forest Service**

USDA Forest Service
 Albuquerque Service Center
 Incident Business
 101B Sun Ave. NE
 Albuquerque, NM 87109

National Park Service

National Park Service Accounting
 Operations Center
 P.O. Box 100000
 13461 Sunrise Valley Drive
 Herndon, VA 20171

Bureau of Land Management

Invoice returned to the BLM
 Local Incident Host Agency

Bureau of Indian Affairs**Billings, Rocky Mountain Region**

Designated billing office information will
 be provided by local host agency unit.

US Fish and Wildlife Service

U.S. Fish and Wildlife Service— - Fire Office
 Attn: Pat Richardson
 P.O. Box 25486, MS60130
 Denver, CO 80225

State of Idaho**Cataldo**

80 Hilltop Overpass Road
 Kingston, ID 83839.
 Phone: (208) 682-4611
 Fax: (208) 682-2991

Craig Mountain

PO Box 68
 Craigmont ID 83523
 Phone: (208) 924-5571
 Fax: (208) 924-5571

Eastern Idaho

3563 Ririe Highway
 Idaho Falls, ID 83401.
 Phone: (208) 525-7167
 Fax: (208) 525-7178.

Kootenai Valley

Route 4, Box 4810
 Bonners Ferry, ID 83805.
 Phone: (208) 267-5577
 Fax: (208) 267-8301

Maggie Creek

Route 2 Box 190
 Kamiah, ID 83536
 Phone: (208) 935-2141
 Fax: (208) 935-0905

Mica

3706 Industrial Avenue S.
 Coeur d'Alene, ID 83815.
 Phone: (208) 769-1577
 Fax: (208) 769-1597.

Pend Oreille Lake

2550 Highway 2 West
 Sandpoint, ID 83864.
 Phone: (208) 263-5104
 Fax: (208) 263-0724.
 Chris Remsen

Ponderosa

3130 Highway 3
 Deary, ID 83823
 Phone: (208) 877-1121
 Fax: (208) 877-1122.

Priest Lake

4053 Cavanaugh Bay Road
 Coolin, ID 83821
 Phone: (208) 443-2516
 Fax: (208) 443-2162

South Central

PO Box 149
 Gooding, ID 83330
Phone: (208) 934-5606
Fax: (208) 934-5362

Southwest

8355 West State Street
Boise, ID 83703.
Phone: (208) 334-3488
Fax: (208) 853-6372.

St. Joe

1806 Main Avenue
St. Maries, ID 83861.
Phone: (208) 245-4551
Fax: (208) 245-4867

Clearwater-Potlatch Timber Protective Assn.

10250 Highway 12, Orofino, ID 83544
Phone: (208) 476-5612
Fax: (208) 476-7218

Southern Idaho Timber Protective Assn.

555 Deinhard Lane, McCall ID 83638
Phone: (208) 634-2268
Fax: (208) 634-5117

State of North Dakota**State Foresters Office**

307 First Street East
Bottineau, ND 58318
Attn: Brenda Johnson
(701) 228-5422

State of Montana**Department of Natural Resources and Conservation**

Kalispell MT 59901-1215

DNRC Forestry Division

2705 Spurgin Rd.
Missoula MT 59804

DNRC Southwestern Land Office

1401 27th Ave
Missoula MT 59804

DNRC Central Land Office

8001 N Montana Ave
Helena MT 59602

DNRC Northeastern Land Office

613 E. Main Street
Lewistown MT 59457

DNRC Eastern Land Office

PO Box 1794
Miles City MT 59301

DNRC Southern Land Office

Airport Industrial Park
1371 Rimtop Drive
Billings MT 59105-1978

DNRC Northwestern Land Office

655 Timberwolf Parkway STE 2

VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

1. INCIDENT NAME / NUMBER		2. ORDER / REQUEST NUMBER	
3. OWNER / VENDOR			
4. AGREEMENT, PO, CONTRACT NO.		5. EXPIRES	
6. MAKE	7. MODEL, TYPE		
8. SERIAL NO. / VIN		9. LICENSE NO.	

Section I - Tractor, Motor Grader	Pre-use		Release	
	Yes	No	Yes	No
1. ROPS, roll-over protection system: Manufacturer approved system secured to mainframe of tractor. Must include approved seat belts. *				
2. Lights: mounted and working while operating				
3. Battery: check for corrosion, loose terminal, hold downs				
4. Engine running: check oil pressure, knocks and leaks				
5. Gauges: all must be working; oil, temperature, etc. *				
6. Steering clutches: must have 3-4" free travel *				
7. Brakes: must hold at half travel. *				
8. Muffler and spark arrester: approved type unless turboed *				
9. Fuel system: must be free of drips and leaks *				
10. Cooling system: must be free of leaks *				
11. Fan and fan belts: check for defects				
12. Engine supports, equalizer bar, springs, main springs: check shackle bolts, shifted spring leaf *				
13. Hydraulic system: no leaks or drips				
14. Belly plate, rock and radiator guards: securely mounted *				
15. Final drive, transmission and differential: check for dripping				
16. Sprocket and idlers: cracks in spokes, sprocket teeth sharp				
17. Tracks and rollers: grouser height under 1-1/4", loose rollers, broken flanges *				
18. Blade, ripper, winch: operate smoothly and hold at any point				
19. Dozer and assembly: trunnion bolts missing, cracks *				
20. Drawbar: serviceable, safe				
21. Body and cab condition: report dents and damage				

Section II - Remarks

(Describe all unsatisfactory items and identify by line number.)

Section III - Power Saw, Pump	Pre-use		Release	
	Yes	No	Yes	No
1. Visible parts broken *				
2. Visible nuts and bolts tight				
3. Oil in gear case and chain oiler				
4. Cutting bar: straight, chain in good condition *				
5. Exhaust system and spark arrester *				
6. Motor: idles evenly, runs smoothly, satisfactory power				

* Safety Item - Do not accept until brought into compliance.

10. PRE-USE INSPECTION

☐ REJECTED

MILES / HRS _____ DATE _____ TIME _____

Inspector Name _____ Title _____
Print

☐ ACCEPTED

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____

Inspector Name _____ Title _____
Print

Section IV - Truck, Bus, Van, Pickup

Pre-use		Release	
Yes	No	Yes	No

1. DOT inspection in the last 12 months: when required *			NA	NA
2. Gauges and lights *				
3. Seat belts *				
4. Glass and mirrors *				
5. Wipers and horn *				
6. Clutch pedal: proper adjustment				
7. Cooling system: check radiator and hoses				
8. Oil level and condition: full and clean				
9. Battery: check for corrosion, loose terminals, hold downs				
10. Fuel system *				
11. Electrical system: generator and starter working				
12. Engine running: check for knocks and leaks				
13. Transmission: check for leaks				
14. Steering *				
15. Brakes *				
16. 4-Wheel drive: check gear boxes, leaks				
17. Drive line U-joints: check for looseness				
18. Springs and shocks *				
19. Differential: check for leaks				
20. Exhaust system *				
21. Frame *				
22. Tire and wheels (List failed position/depth in remarks) *				
23. Body and interior condition: describe and locate damage on back of page 3, Section IV, item 23				
24. Emergency equipment required. * Fire Extinguisher _____ Spare Fuses _____ Reflectors _____				
25. Operator(s) properly licensed. *				

State _____ License No. _____ Class _____

Endorsements _____ Med.Cert. Expire Date _____

11. RELEASE INSPECTION

☐ NO DAMAGE / NO CLAIM
Not applicable to buses, inspection required.

MILES / HRS _____ DATE _____ TIME _____

Vendor Signature _____ Title _____

Inspector Name _____ Title _____
Print



VEHICLE / HEAVY EQUIPMENT SAFETY INSPECTION CHECKLIST

FORM USE AND DISTRIBUTION

Pre-Use Inspection

1. Inspector completes block numbers 1 - 10
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Pre-use" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy - Release".
3. Both Vendor and Inspector must sign off the Pre-use "ACCEPTED" inspection, block 10. Inspectors need to print and Vendors need to sign their names.
4. "Finance Copy - Pre-use" (white copy), is sent immediately to the Equipment Finance department.
5. "Vendor Copy - Pre-use / Release" (yellow copy), is given to Vendor with instruction to bring the copy back for the release inspection.
6. "Finance Copy - Release" (pink copy), and "Inspector - Pre-use / Release" (goldenrod copy), are held by the Inspector.

Release Inspection

1. Retrieve "Vendor Copy" and place between the "Finance Copy - Release" and "Inspector - Pre-use / Release" copies that were held by the Inspector.
2. Inspector completes vehicle / equipment inspection checking all items as indicated in the "Release" column of the applicable Section I, III, or IV, and Section II, "Remarks" if needed. If applicable, Section IV, item 23* is continued on the back side of the "Finance Copy - Release".
3. Block 11, "Release Inspection" must be completed by both Vendor and Inspector. Inspectors need to print and Vendors need to sign their names.
4. Inspector returns "Vendor Copy" to Vendor and immediately sends "Finance Copy - Release" and "Inspector Copy" to the Equipment Finance department.

Section IV - Truck, Bus, Van, Pick-up

Motor vehicle parts and accessories must be in Safe Operating Condition At All Times, **FEDERAL MOTOR CARRIER SAFETY REGULATIONS HANDBOOK (FMCSR)** as prescribed by U.S. DEPARTMENT OF TRANSPORTATION **FEDERAL HIGHWAY ADMINISTRATION PARTS 393 & 396**, and **NORTH AMERICAN UNIFORM OUT-OF-SERVICE CRITERIA**, **COMMERCIAL VEHICLE SAFETY ALLIANCE (CVSA)**.

REJECT IF: Parts and accessories covered in FMCSR part 393, 396 and/or CVSA North American Uniform Out-of-Service Criteria are not in safe and proper operating conditions at all times. These include, but are not limited to the parts and accessories listed below.

2. Gauges and Lights (393.81, 393.9)

- ♦ Speedometer inoperative.
- ♦ All required lighting devices, reflectors and electrical equipment must be properly positioned, colored and working.

3. Seat Belts (393.93)

- ♦ Any driver or right outboard seat belt missing or inoperative

4. Glass and Mirrors (393.60, 393.80)

- ♦ Any discoloration not applied by the manufacturer for reduction of glare.
- ♦ Any windshield crack over 1/4" wide.
- ♦ Any crack less than 1/4" wide that intersects with any other crack.
- ♦ Any damage 3/4" or greater in diameter.
- ♦ Any 2 damaged areas closer than 3" to each other.
- ♦ Any required mirror missing. One on each side, firmly attached to the outside of the vehicle, and so located as to reflect to the driver a view of the highway to the rear along both sides of the vehicle.
- ♦ Any required mirror broken. (396.3(a)(1)).

5. Wipers and Horn (393.78, 393.81)

- ♦ Wiper blade(s) fail to clean windshield within 1" of windshield sides.
- ♦ Horn missing, inoperative or fails to give adequate/reliable warning signal.

10. Fuel System (393.65, 393.67)

- ♦ Fuel tank not securely attached to vehicle by reason of loose, broken or missing mounting bolts or brackets.
- ♦ Visible leak at any point.
- ♦ Fuel tank cap missing.

14. Steering (393.209)

- ♦ Steering wheel does not turn freely, has any spokes cracked through or is missing any parts.
- ♦ Steering lash not within parameters, see chart in FMCSR 393.209.
- ♦ Steering column is not secure.
- ♦ Steering system: any U-joint worn, faulty or repaired by welding.
- ♦ Steering gear box is loose, cracked or missing mounting bolts.
- ♦ Pitman arm is loose, or has any welded repairs.
- ♦ Power Steering: any component is inoperative. Any loose, broken or missing parts. Belts frayed, cracked or slipping.
- ♦ Any fluid leaks, fluid reservoir not full

15. Brakes (393.40-393.53)

- ♦ Brake system has any deficiencies as described in FMCSR.
- ♦ Brake system has any missing, loose, broken, out of adjustment or worn out components.
- ♦ Brake system failure warning device missing, inoperative, or fails to give adequate warning.
- ♦ Brake system has any air or fluid leaks. (396.3(a)(1)).

18. Springs and Shocks (393.207)

- ♦ Any axle positioning part is cracked, broken, loose or missing. All axles must be in proper alignment.
- ♦ Any leaf spring cracked, broken, missing or shifted out of position.
- ♦ Adjustable axle assemblies with locking pins missing or not engaged.

20. Exhaust (393.83)

- ♦ Any part of the exhaust system so located as would be likely to result in charring, burning, or damaging the wiring, fuel supply or any combustible part of the vehicle.
- ♦ Bus exhaust leaks or discharge forward of the rearmost part of the bus in excess of 6" for Gasoline powered or 15" for other than Gasoline powered, or forward of any door or window designed to be opened on other than a Gasoline powered bus. (Exception, emergency exit)
- ♦ Any leak at any point forward of or directly below the driver and/or sleeper compartment.

21. Frame (393.201)

- ♦ Any cracked, broken, loose or sagging frame member.
- ♦ Any loose or missing fasteners including those attaching engine, transmission, steering gear, suspension, body, and fifth wheel.
- ♦ Any condition that causes the body or frame to contact the tire or wheel assemblies. (396.3(a)(1))

22. Tires and Wheels (393.75, 393.205)

- ♦ Any body ply or belt material exposed through tread or sidewall.
- ♦ Any tread or sidewall separation.
- ♦ Any cut exposing ply or belt material.
- ♦ Tread depth less than 4/32" on steering axle.
- ♦ Less than 2/32" on any other axle.
- ♦ Any bus with regrooved, recapped, or retreaded tires on the front wheels.
- ♦ Any tire not properly inflated or any overloaded tire.
- ♦ Any tire that comes in contact with any part of the vehicle. (393.3(a)(1))
- ♦ Any tire marked "Not for Highway Use". (393.3(a)(1))
- ♦ Wheels and rims shall not be cracked or broken.
- ♦ Stud or bolt holes on the wheels shall not be elongated.
- ♦ Nuts or bolts shall not be missing or loose.

24. Emergency Equipment (393.95)

- ♦ Every power unit must be equipped with a fire extinguisher that is properly filled and readily accessible for use. (393.95(a))
- ♦ At least one spare fuse or other overload protective device. (393.95(c))
- ♦ Warning devices for stopped vehicles. (393.95(f,g))

25. License (393.23, 391.41)

- ♦ No person shall operate a commercial motor vehicle unless such person has passed written and driving tests which meet the Federal Standards for the commercial motor vehicle that person operates. (393.23(a))
- ♦ Persons shall not drive a commercial motor vehicle unless he/she is physically qualified to do so and, except as provided in 391.67, has on his/her person the original, or a photographic copy, of a medical examiner's certificate that he/she is physically qualified. (391.41(a))

IN ADDITION TO THE ABOVE:

Agency personnel reserve the right to reject any equipment due to any additional condition or combination of conditions that make the vehicle unsafe, unreliable, or may pose unreasonable damage to the environment, or will be unable to fully perform the duties for which the equipment has been hired.

The Inspector shall inspect for compliance with the FMCSR, State and Local laws and regulations. Therefore, the Inspector is responsible to ACCEPT or REJECT all equipment he/she inspects.